# SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT FRONT END DOCUMENTS

# **FOR**

# SIGN LANGUAGE INTERPRETING (ASL) AND IN-PERSON REAL-TIME CAPTIONING SERVICES (CART)

Issue Date: September 2, 2025

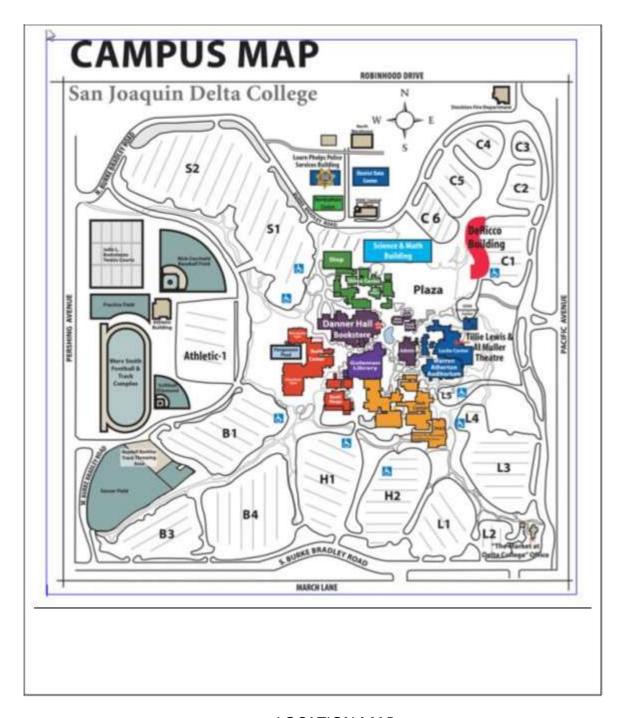


Project No. 2026-RFP-002

**Bid Opening: Monday, September 22, 2025** 

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/deltacollege



# **LOCATION MAP**

San Joaquin Delta Community College District 5151 Pacific Ave, Stockton Ca 95207

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# Attachments:

A - Service Agreement Sample

#### 1. Introduction

# 1.1. Summary

San Joaquin Delta College (the "District") is issuing this Request for Proposals (RFP) on behalf of the San Joaquin Valley Community Cooperative (SJVCC), which is acting as the lead agency, to invite qualified vendors to submit quotes for providing American Sign Language (ASL) Interpreting and Communication Access Realtime Translation (CART) Captioning Services. The goal of the program is to provide on-site and/or remote Sign Language Interpreting and/or in-person CART Captioning Services via a video conferencing platform (like Zoom, WebEx, etc.) on an "as requested" basis. These services are to support students and staff across various SJDC campuses and remote platforms, on an as-needed basis, the intended start is January 1st, 2026.

This RFP is part of a cooperative purchasing agreement through the SJVCC, a collaboration that allows the District and other public sector entities, as well as private educational institutions in the region, to benefit from collective purchasing power. As a result, any selected bid may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities. (Further details on SJVCC can be found in Section 3.0.)

The intent is to establish a list of approved suppliers to contract with. The contract resulting from this RFP will have a duration of five (5) years. It is expected that a recommendation for award will be presented to the Board of Trustees for approval, with notifications sent following the approval.

# 1.2. Background

The District is part of the statewide California Community College System, and currently serves over 26,000 students annually. The District is comprised of the Stockton Main Campus, the South Campus at Mountain House, and the Manteca Center. Additional information about the District is available online at <a href="https://www.deltacollege.edu/">https://www.deltacollege.edu/</a>.

The District is governed by a Board of Trustees (the "Board"), consisting of seven voting members, elected from trustee areas in general elections throughout the District, and a Student Representative, appointed by Student Government. The Board exists under and derives its powers from the California Constitution and the acts of the State Legislature, and it derives its authority from the California Education Code.

# 1.3. Contact Information

#### **Corinne Shackelfoot**

Procurement Specialist 5151 Pacific Ave Stockton, CA 95207

Email: corinne.shackelfoot@deltacollege.edu

Phone: (209) 954-5068

#### **Department:**

Procurement, Contracts & Auxiliary Services

# **Department Head:**

Jennifer Alford Director

# 1.4. Timeline

Release Project Date	September 2, 2025
1st Publication Date	September 2, 2025
2nd Publication Date	September 9, 2025
Pre-Bid Meeting (Non-Mandatory)	September 10, 2025, 10:00am  Danner B4 Purchasing Conference Room, if attending in person please:  * Visit www.mycampuspermit.com/delta-college.html for daily parking permits; or pay at any parking machine throughout campus.  * Fee is \$2.00/day, each permit is valid on the day it is purchased and must be displayed, face up on the dashboard.  * https://deltacollege.edu/about/visit-delta-college/stockton-campus-map-directions  If attending via Zoom a pre registration is preferred:  * https://deltacollege-edu.zoom.us/j/85677284748
Question Submission Deadline	September 12, 2025, 2:00pm
Question Response Deadline	September 17, 2025, 5:00pm
Submission Deadline	September 22, 2025, 2:00pm
Intent to Award	October 10, 2025, 5:00pm

# 2. Instruction for Bidders

#### 2.1. Electronic Submittal

The San Joaquin Delta College is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <a href="https://procurement.opengov.com/signup">https://procurement.opengov.com/signup</a>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

**General.** Each Bid Proposal must be signed, sealed and submitted to District, using the form provided in the Contract Documents, by or before the date and time set forth in Section 2 of the Request for Bids, or as amended by subsequent addendum. Late submissions will be rejected. District reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from District. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

The San Joaquin Community College District will only communicate with one person per Bidder. It is the responsibility of the Bidder to ensure that the District has the correct name and address of the contact person, phone number, and e-mail address. All changes to this solicitation will be made only through written addendum issued via OpenGov. No other changes are authorized. All questions must be submitted by the date and time prescribed using this system. No email or telephone call questions will be responded to.

It is the responsibility of each Proposer to monitor OpenGov for any and all Addenda and to be fully familiar with all the contents thereof.

**Electronic Bid Proposal Submittal**. All bids shall be submitted before date/time set forth in the Notice to Bidders via the District's procurement portal. Bid Proposals which are not submitted through the procurement portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the procurement portal; or (ii) untimely, incomplete or inaccurate data submitted through the procurement portal. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support.

Electronic Submission Requirements. Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of the apparent low bid/best value. Bidders must attach pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support. If you continue to have difficulty, contact the District's Procurement & Contract Department by email at <a href="mailto:procurement@deltacollege.edu">procurement@deltacollege.edu</a>. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

**Bid and Contract Documents.** The Bid and Contract Documents are available only through the District's procurement portal. The District's procurement portal may be accessed through the District's Purchasing webpage: <a href="https://www.deltacollege.edu/campus-offices/administrative-">https://www.deltacollege.edu/campus-offices/administrative-</a>

<u>services/purchasing/business-opportunities</u> OR <a href="https://procurement.opengov.com/portal/deltacollege">https://procurement.opengov.com/portal/deltacollege</a>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this portal. It shall be Bidder's sole responsibility to conduct periodic checks of this Project to identify and download any Project Addenda.

Date and Time of Bid Proposal Submittal. The procurement portal clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results on the District's procurement portal are unofficial and require further review prior to award.

**DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, District may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If District is unable to confirm that the bidder is currently registered with the DIR, District may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).) If applicable.

# 2.2. Response Format Requirements

All Responses must strictly comply with the requirements set forth in this RFP. Each Response shall specifically address all items identified in Section 6, *Supplier Submission Questions*, as well as Section 7, *Pricing Proposal*. Responses should emphasize clarity, accuracy, and conciseness rather than length or volume. Marketing brochures, advertisements, or other promotional materials shall not be included in the Response unless expressly requested by the District.

By submitting a Response, the Respondent acknowledges and agrees that:

- 1. The Response, together with this RFP and all associated solicitation documents, shall constitute a firm, binding, and irrevocable offer to enter into an agreement with the District;
- 2. Such offer shall remain valid and enforceable for a period of one hundred eighty (180) calendar days following the Response Deadline;
- 3. The District reserves the right, at its sole discretion, to reject any or all Responses, to waive immaterial irregularities in any Response, and to accept the Response(s) deemed most advantageous to the District;
- 4. The District reserves the right to request, receive, and evaluate additional information or clarifications from any Respondent, at any time during the evaluation process, to ensure compliance with the RFP requirements and to facilitate a fair and comprehensive evaluation;
- 5. The submission of a Response shall in no manner be construed as obligating the District to enter into a contract with any Respondent; and
- 6. All Responses shall become the property of the District and, upon receipt, shall be considered public records subject to disclosure under the California Public Records Act (Gov. Code §6250 et seq.), unless a statutory exemption applies. Respondents must clearly identify any portion of their Response that contains trade secrets, proprietary information, or other materials exempt

from disclosure under applicable law. The District does not guarantee confidentiality of any information submitted and shall not be responsible for any disclosure required by law.

#### 2.3. Selection & Award

- Review. Responses will be reviewed for responsiveness, evaluated and ranked based on the
  factors listed in the Evaluation Criteria section. When the evaluation is complete, the Responses
  will be ranked based on total scores to identify the Response that provides the best value to the
  District. Acting in its sole discretion, the District may elect to conduct interviews with shortlisted
  Respondents.
- 2. **Award**. The District will award the Agreement, if at all, to the Respondent that is determined by the District, acting in its sole discretion, to offer the best value to the District based on the District's review, as outlined above. District staff will submit its recommendation to the Board or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the website.

#### 2.4. Protest Procedures

Any protest challenging the District's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the Procurement, Contracts and Auxiliary Services department, at procurement@deltacollege.edu, and must clearly specify the basis for the protest. The protest will be reviewed by the District's Representative in consultation with District's legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

# 3. San Joaquin Valley Community Cooperative

# 3.1. San Joaquin Valley Community Cooperative

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

# 3.2. Administrative Operating Services Provider to SJVCC

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc.,) educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

# 3.3. Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by SJVCC member San Joaquin Community College "District" (Designated as the Lead Purchasing Agency or "LPA" for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

# 3.4. Participating Public Agency (PPA) Contracting Authority Explained:

# 1. Cooperative Purchasing

This Solicitation is being conducted by LPA the District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.

#### 2. How Other Entities Can Use This Contract

If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at <a href="https://www.bespokecommunity.org">www.bespokecommunity.org</a>. BESPOKE and SJVCC facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

## 3. Agency-Specific Terms and Conditions

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

#### 4. Supplier Administrative Fees

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

#### 5. Local Customization Options

Certain Solicitation or contract terms that apply specifically to the District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

# 6. Direct Transactions with Each Agency

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

# 7. Procurement Compliance

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. The District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

# 3.5. Servicing Requirements

Awarded suppliers must provide services to the District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SJVCC members or PA's that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

#### 3.6. Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the

Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

In return for the administrative fee paid to BESPOKE on behalf of the SJVCC based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the SJVCC.
- Marketing support by BESPOKE to members of the SJVCC and participating entities outside of the SJVCC based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to eligible entities.
- Data usage trends by SJVCC and participating entities utilizing this Master Agreement.

# 3.7. Monthly Sales Reporting Requirement

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by the SJVCC. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

# 3.8. Contract Launch and Performance Oversight

Within 30 days of contract award, the awarded contractor's leadership team shall participate in a cooperative contract kickoff call with the Lead Public Agency (LPA) and Bespoke. This meeting will review the support and marketing Bespoke will provide, as well as the supplier's commitments under the cooperative contract.

Following the kickoff, the awarded contractor shall participate in quarterly business review (QBR) meetings with Bespoke. These meetings will serve to evaluate contract performance, review sales activity and reporting, discuss marketing initiatives, and address any compliance or operational issues.

All kickoff and quarterly review meetings will be conducted virtually unless otherwise agreed upon by all parties. Failure to participate in these required meetings may be considered non-compliance with the terms of the cooperative contract.

#### 4. Scope of Work

The goal of the program is to provide in-person and/or remote Sign Language Interpreting and CART Captioning Services on an "as requested" basis. The successful agency will meet or exceed the following requirements:

# 4.1. Service Locations

• SJDC Stockton Campus

- South Campus at Mountain House
- Manteca Center
- Lodi, California
- Remote platforms (e.g., Zoom, WebEx)

# 4.2. Service Requirements

- Provide ASL interpreting and CART captioning services on an as-needed basis throughout the year, including last-minute requests.
- Ensure flexibility to accommodate class cancellations, early endings, or student absences.
- Assign consistent interpreters/captioners to the same student/class when possible.
- Report any irregularities (e.g., student absences, class cancellations) to the service requestor.
- Service Guarantee; upon District request supplier will be obligated to provide serve at least 72 hours in advance.

# 4.3. Qualification Requirements

# For ASL Interpreters

- Post-secondary educational ASL interpreting experience; AA/AS Degree or higher preferred.
- RID Certified or Qualified.
- Two-hour minimum per assignment.
- Flat hourly fee for semester-long assignments

# For CART Captioners

- Post-secondary CART experience; AA/AS Degree or higher preferred.
- NCRA Certified or Qualified.
- Two-hour minimum per assignment.
- Flat hourly fee for semester-long assignments.
- Must provide transcripts to students or coordinator by 5 PM next day.

# 4.4. Estimated Service Hours (Historical)

- 2022: ~65 hrs/week interpreting; ~8 hrs/week CART
- 2023: ~40 hrs/week interpreting; ~10 hrs/week CART
- 2024: ~30 hrs/week interpreting; ~5 hrs/week CART
   Note: These figures include teamed interpreting hours.

# 4.5. Service availability

Operating Hours: Interpreting and/or in-person captioning services shall be available from 7:00 A.M. to 12:00 A.M., with the option of Saturday and Sunday service.

# 4.6. Setup and connection

Timely Connection: Setup or online connection must be initiated 10 minutes prior to each assignment.

# 4.7. Scheduling

Advance Schedule Provision: The District will receive a schedule for regular interpreting services in advance.

- District contacts will send service requests 24 to 72 hours before the service is needed.
- Suppliers must reply via email within 24 hours to confirm their ability to provide the service.

# 4.8. Rerouting flexibility

District's Right to Reroute: The District reserves the right to re-route Service Providers as needed in the case of a student or instructor cancellation.

# 4.9. Communication with providers

Direct or Indirect Communication: The District must be able to communicate with the Supplier(s) when on-site either directly (through on-site contact) or indirectly (through the Agency) in the event of no-show or cancellations, to be rerouted if needed prior to being dismissed if not needed.

#### 4.10. Continuity of service

Consistency of Providers: The District will make every effort to assign the same ASL and/or CART provider to the same student/class assignment.

# 4.11. Reporting irregularities

Informing District: The assigned ASL and/or CART provider will inform the District of any irregularities that occur in the class, or with the student (e.g., announced absence of student or instructor, cancellation of class, etc.) within one business day.

# 4.12. Transcript provision

• Transcript Submission: The captioner will, upon request, provide the real-time transcript from the class directly to transcript requestor via email no later than 5:00 pm the next day.

- Please use standardized subject line: For example, Math2A Aug25
- Transcript Format: The transcript will be submitted via email to District requestor in PDF format.
- Cost Inclusion: Hourly rates must include the cost of the transcripts
  - Include cost of transcripts as a separate line item.

# 4.13. Provider professionalism

Dress Code: Service providers assigned to the District must dress in an unobtrusive professional manner.

# 4.14. Staffing Levels

The awarded Respondent shall provide a pool of qualified, screened interpreters available to service the needs of the District. Any non-certified/non-credentialed interpreter may be placed under the sole discretion of the District designee.

# 4.15. Subcontracting limitations

- No Subcontracting to Other Agencies: The awardee may not subcontract unfilled assignments to other agencies to fill assignments.
- Allowable Subcontracting: The only allowable subcontracting will be from the awardee to the Supplier.

# 4.16. Price Protection Policy

- Service rates agreed upon at contract execution shall remain fixed for a period of three (3) years from the effective dates.
- Any proposed rate changes after this period must be submitted in writing at least ninety (90)
  days, by approximately April 1st before the start of the new fiscal year, and are subject to
  mutual agreement through written amendment.

#### 4.17. Cancellation Fees

The District will not pay for any cancellation fees.

# 4.18. Parking

The District charges daily parking permits for \$2.00 per day and can be purchased online at <a href="https://www.mycampuspermit.com/delta-college.html">www.mycampuspermit.com/delta-college.html</a> or at any parking machine throughout campus

### 4.19. Non-Compete

During the term of this contract, awarded supplier shall not offer a current School Board employee work that would be performed during school hours. Additionally, no current District employee shall be compensated for services rendered through a third party/agency.

#### 5. Evaluation Criteria

The factors that the District will consider in evaluating Responses are listed below for a total of 100 maximum points, not including the optional interview. The contract will be awarded, if at all, to a single firm for professional services. The proposals will undergo evaluation, any award resulting from this RFP will be made to that firm whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to the District, in the sole judgment of San Joaquin Delta Community College. Furthermore, as deemed in the best interest of the District, the District reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Background	N/A	N/A
2.	Qualifications and Ability to Service Needs	N/A	N/A
3.	Diversity & Inclusion	N/A	N/A
4.	Total Cost  Cost will be evaluated by pricing table/rate sheet and additional requested payables (travel/admin fee, mileage, etc.)	N/A	N/A

# 6. Supplier Submission

# 6.1. Experience and Background\*

Minimum of five (5) years of experience providing (1) interpreting, (2) translation and/or (3) closed captioning services for public agencies who will provide the necessary expertise, advice, coordination, support and assistance in meeting the program objectives.

# 6.2. Number of Qualified Service Providers/Expected fill rate\*

Please provide a breakdown of your staff count by distance from our address 5151 Pacific Ave., Stockton CA 95207.

# 6.3. Ability to provide consistent Service Providers\*

Explain you ability to provide consistent Service Providers (Interpreters/Captioners) for ongoing classes/needs.

# 6.4. Interagency Communication and Flexibility\*

Explain your ability for San Joaquin Delta District coordinators to contact and convey information to Service Providers on the same day of service and vice versa when needed.

Explain your ability to re-route Service Providers as needed.

<sup>\*</sup>Response required

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Indicate your understanding of San Joaquin Delta /Logistics of Post-secondary Interpreting; It's critical that Service Providers are at least somewhat familiar with the campus, parking, construction closures (walkable pathways) etc. to assure a timely arrival

# 6.5. Interpreter/Captioner screening\*

Vendor determined who is a "qualified" Interpreter or Captioner for those who are not certified or credentialed.

# 6.6. How does your team handle technical issues during live sessions?\*

\*Response required

# 6.7. Describe how your organization reinvests in the local community, including partnerships with diverse-owned businesses (e.g., Deaf-owned, women-owned, minority-owned).\*

Please provide examples or metrics, if available.

# 6.8. Professional development\*

What ongoing professional development do you provide to your staff regarding diversity, equity, and inclusion (DEI) issues?

# 6.9. Do you have policies or practices in place to recruit, retain, and support interpreters and captioners from underrepresented communities, including BIPOC, LGBTQ, and Deaf individuals?\*

Please share any relevant data or examples

# 6.10. Could you please explain your cancellation policy?\*

# 6.11. Do you agree to the sample agreement provided to form? If not, list all requested edits for review by the District.\*

Note the District has the final approval of all requested edits.

# 6.12. Provide any additional information that your company would like reviewed in regards to this RFP (if applicable).

#### 6.13. IRAN CONTRACTING ACT CERTIFICATION\*

Pursuant to California Public Contract Code §§ 2202-2208, commonly referred to as the "Iran Contracting Act of 2010," a proposer/bidder1 for a contract equal to or in excess of one million dollars (\$1,000,000) must complete, sign and submit this certification at the time of proposal submission for a

<sup>\*</sup>Response required

new contract or renewal of an existing contract, thereby certifying that the proposer/bidder is not identified on the California Department of General Services (DGS) list of ineligible businesses or persons and that the proposer/bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (California Public Contract Code § 2205.)

A person engages in investment activities in Iran if any of the following is true:

The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to subdivision (b) of California Public Contract Code § 2203 as a person engaging in investment activities in Iran as described in subdivision (a).

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

☐ Bidder's Proposal is less than one million dollars (\$1,000,000)
☐ Bidder's Proposal is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of
persons engaged in investment activities in Iran created by the California Department of General
Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution
extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more
if that other person will use the credit to provide goods or services in the energy sector in Iran and is
identified on the current list of persons engaged in investment activities in Iran created by DGS.
☐ Bidder's Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written
permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written
permission from the District is included with this Contract.
*Response required

# 7. Pricing Proposal

#### VIDEO REMOTE ASL INTERPRETING RATE SCHEDULE

Rates below reflect what type of assignments are given. The District will pay a minimum of 2 hours per request for service any additional time will be billed at the rates disclosed below. All rates should be held firm for a total of 3 years.

Line Item	Description	Unit of Measure	Unit Cost
1	Regular Rate (8am - 6pm)	Per 15 Minutes	
2	Regular Rate (8am - 6pm)	Per Hour	
3	Evening Rate (6pm+)	Per 15 Minutes	
4	Evening Rate (6pm+)	Per Hour	
5	Weekend Rate (Sat/Sun 8am - 6pm) Per 15 Minutes		
6	6 Weekend Rate (Sat/Sun 8am - 6pm) Per Hour		
7	Weekend Rate (Sat/Sun 6pm+)	Per 15 Minutes	
8	8 Weekend Rate (Sat/Sun 6pm+) Per Hour		
9	Emergency/Last Minute Request (less than 24hrs)	Per 15 Minutes	
10	10 Emergency/Last Minute Request (less than 24hrs) Per Hour		

# VIDEO REMOTE REAL-TIME CART CAPTIONING SERVICES RATE SCHEDULE

Rates below reflect what type of assignments are given. The District will pay a minimum of 2 hours per request for service any additional time will be billed at the rates disclosed below. All rates should be held firm for a total of 3 years.

Line Item	Description Unit of Measure		Unit Cost
11	Regular Rate (8am - 6pm)	Per 15 Minutes	
12	Regular Rate (8am - 6pm)	Per Hour	
13	Evening Rate (6pm+)	ning Rate (6pm+) Per 15 Minutes	
14	Evening Rate (6pm+)	Per Hour	
15	Weekend Rate (Sat/Sun 8am - 6pm)	Per 15 Minutes	
16	Weekend Rate (Sat/Sun 8am - 6pm)	Per Hour	
17	Weekend Rate (Sat/Sun 6pm+)	Per 15 Minutes	

Line Item	Description	Unit of Measure	Unit Cost
18	Weekend Rate (Sat/Sun 6pm+)	Per Hour	
19	Emergency/Last Minute Request (less than 24hrs)	Per 15 Minutes	
20	Emergency/Last Minute Request (less than 24hrs)	Per Hour	

# **IN-PERSON ASL INTERPRETING RATE SCHEDULE**

Rates below reflect what type of assignments are given. The District will pay a minimum of 2 hours per request for service any additional time will be billed at the rates disclosed below. All rates should be held firm for a total of 3 years.

Line Item	Description	Unit of Measure	Unit Cost
21	Regular Rate (8am - 6pm)	Per 15 Minutes	
22	Regular Rate (8am - 6pm)	Per Hour	
23	Evening Rate (6pm+)	Per 15 Minutes	
24	Evening Rate (6pm+)	Per Hour	
25	Weekend Rate (Sat/Sun 8am - 6pm)	Per 15 Minutes	
26	Weekend Rate (Sat/Sun 8am - 6pm)	Per Hour	
27	Weekend Rate (Sat/Sun 6pm+)	Per 15 Minutes	
28	Weekend Rate (Sat/Sun 6pm+)	Per Hour	
29	Emergency/Last Minute Request (less than 24hrs)	Per 15 Minutes	
30	Emergency/Last Minute Request (less than 24hrs)	Per Hour	

# IN-PERSON REAL-TIME CART CAPTIONING SERVICES RATE SCHEDULE

Rates below reflect what type of assignments are given. The District will pay a minimum of 2 hours per request for service any additional time will be billed at the rates disclosed below. All rates should be held firm for a total of 3 years.

# San Joaquin Delta Community College District

Line Item	Description	Unit of Measure	Unit Cost
31	Regular Rate (8am - 6pm)	Per 15 Minutes	
32	Regular Rate (8am - 6pm)	Per Hour	
33	Evening Rate (6pm+)	Per 15 Minutes	
34	Evening Rate (6pm+)	Per Hour	
35	Weekend Rate (Sat/Sun 8am - 6pm)	m - 6pm) Per 15 Minutes	
36	Weekend Rate (Sat/Sun 8am - 6pm)	Per Hour	
37	Weekend Rate (Sat/Sun 6pm+)	Per 15 Minutes	
38	Weekend Rate (Sat/Sun 6pm+)	Per Hour	
39	Emergency/Last Minute Request (less than 24hrs)	Per 15 Minutes	
40	40 Emergency/Last Minute Request (less than 24hrs) Per Hour		

# **TRANSCRIPTS**

Line Item	Description	Unit of Measure	Unit Cost
41	Transcripts	Each	

# **ESCALATION RATES**

Provide you price increase rates if applicable for years 4 and 5 for all rates provided in previous tables.

Line Item	Description	Unit of Measure	Unit Cost
42	Year 4	Percent	
43	Year 5	Percent	

# **TRAVEL**

Travel Fee (In-Person Services Only): You may use the comments section to outline any applicable travel fees or leave blank.

Line Item	Description	Quantity	Unit of Measure	Comments	Unit Cost	Total
44	Mileage (if applicable)	1	Mile			
45	Per Diem Breakfast (If applicable)	1	Per Diem			
46	Per Diem Lunch(If applicable)	1	Per Diem			
47	Per Diem Dinner (If applicable)	1	Per Diem			
48	Lodging	1	Each			
TOTAL	1	1	1	I	I	

# 8. Provisions, Affidavits & Certifications

#### 8.1. RESERVATION OF RIGHTS

The District may reject any or all proposals and may waive any immaterial deviation in a Proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the District's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the District determines alternative solutions are in its best interest, the District may cancel this solicitation and pursue alternative sourcing options. The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this project.

The District reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the District reserves the right to request additional performance guarantees if, in the sole opinion of the District, financial stability or capability cannot be established.

#### 8.2. PROPERTY OF THE DISTRICT

Proposals become the property of the District and information contained therein shall become public documents subject to disclosure laws. The District reserves the right to make use of any information or ideas contained in the Proposal. If the Proposer fails to notify the District of a known error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time due to error.

#### 8.3. AWARD OF CONTRACT

The District reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda.

# 8.4. NON-COLLUSION DECLARATION (PUBLIC CONTRACT CODE SECTION 7106)

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from Bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

#### 8.5. NON-DISCRIMINATION CERTIFICATION

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

#### 8.6. DRUG-FREE WORKPLACE CERTIFICATION

I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990. I am authorized to certify, and do certify, on behalf of Bidder that a drugfree workplace will be provided by Bidder by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - I. The dangers of drug abuse in the workplace;
  - II. Bidder's policy of maintaining a drug-free workplace;

- III. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- IV. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Bidder in connection with the Work of the Agreement, the employee agrees to abide by the terms of the statement.

Bidder and I agree to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alias, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace; (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Agreement be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Bidder understands that if the District determines that Bidder has either:

- (a) made a false certification herein, or
- (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Agreement awarded herein is subject to termination, suspension of payments, or both. Bidder and I further understand that, should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Bidder and I acknowledge that Bidder and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Bidder and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

### 8.7. NON-DISCRIMINATION CERTIFICATION

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

# 8.8. CONFLICT OF INTEREST

Bidders are advised that BIdders' officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a District decision.

# 8.9. PUBLIC RECORDS

The District is subject to the provisions of the California Public Records Act (Govt. Code § 7922 et seq.) (the "Act"), and each Response submitted to the District is subject to disclosure as a public record, unless the Response or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Response is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt from disclosure and identify the basis of the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Response, a Respondent agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Response or any portions thereof.