

Request for Proposal

RFP #20-12

Sign Language Interpretive Services - District



**Yuba Community College District
425 Plumas Blvd., Suite 200
Yuba City, CA 95991**

Proposal Cover Page

The Yuba Community College District (hereinafter referred to as "District") is requesting sealed bids for Sign Language Interpretive Services. The agreement term shall be for a one (1) year period, with four, one (1) year optional renewal periods. The initial agreement period will be from September 1, 2021 through July 31, 2022.

The District is an accredited institution serving an estimated 15,000 students each semester and is comprised of two, two-year colleges and four outreach facilities in eight counties.

Sealed proposals must be received before **2:00 P.M., Wednesday June 30, 2021.**

All inquiries for information should be directed in writing to:

Attention: Cheresse Salamanca, Purchasing Technician
Re: RFP# 20-12 Sign Language Interpretive Services
Fiscal Services Department
Yuba Community College District
425 Plumas Blvd. # 200, Yuba City, CA 95991
csalaman@yccd.edu

The proposal should be mailed or delivered directly to:

Attention: Cheresse Salamanca, Purchasing Technician
Re: RFP # 20-12 Sign Language Interpretive Services
Fiscal Services Department
Yuba Community College District
425 Plumas Blvd. # 200, Yuba City, CA 95991

In compliance with this Request for Proposal #20-12, and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Date	
Firm Name	
Firm Address	
Authorized Representative Name	
Title of Authorized Representative	
Telephone Number	
Email Address	
Signature in blue ink of Authorized Representative	

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I. Overview

The Yuba Community College District is soliciting sealed Proposals from qualified firms who can provide sign language interpretive services on a district wide, as-required and as-needed, basis. The District seeks professional services on behalf of deaf and hard of hearing students, faculty, and staff during classroom instruction, meetings, and other relevant District business throughout the District. Requirements as stated for these locations may vary widely districtwide.

The intent of this Request for Proposal (RFP) is to select a primary as well as a secondary agency that will meet the District's overall comprehensive and diverse ongoing requirements.

The District is an accredited institution and is comprised of two colleges that offer educational services in various counties.

A. Definition of Parties

The Yuba Community College District will hereinafter be referred to as "District". Those companies responding to this Proposal shall herein after be referred to as "Proposers." The Proposer to whom the contract is awarded shall herein after be referred to as "Contractor."

B. Agreement Term and Range

The District will contract for a one-year term. The District shall also have an exclusive option for four (4) successive one-year additional terms of renewal at the expiration of the original one (1)-year term.

1. Option to Extend the Term of the Agreement

The District may extend the term of this agreement by written notice to the Contractor or Contractors at any time prior to the contract expiration. Should the District exercise this option(s), the extended agreement(s) shall be considered to include this option clause. The total duration of this agreement(s), including the exercise of any options under this clause, shall not exceed five (5) years.

II. Intent

It shall be the intent of the District to award to the Proposer or Proposers who fully understand that agreement terms, conditions and technical specifications do not fully identify nor completely define the District's service requirements and satisfaction. The successful Proposer or Proposers shall be expected to work closely with the District's designated representative(s) to administer high quality services with high overall customer satisfaction.

The resulting Agreement or Agreements shall be a summation of this Request for Proposal, addenda and the respective Offer.

III. Scope of Proposal

The selected Contractor or Contractors will serve the District in its entirety, including the Yuba College, Woodland Community College, Sutter County Center, Clear Lake Campus, Colusa County Outreach Facility, and Beale Air Force Base as well as the District Office. Order placement for any professional service, product, equipment, goods, services and/or supplies shall be made to the Contractor or Contractors via Purchase Order as initiated within the District's Business Services Department.

The District is not committing to the purchase of any specific items, services or quantities by issuance of this Request for Proposal (hereinafter referred to as "RFP"). Some quantities contained herein, may be based on historical usage or could be adjusted to the District's anticipated needs over any twelve (12) month period. The item descriptions, service provisions and quantities

contained within this RFP are provided for the purpose of evaluating prices as submitted and proposed, and may not represent the actual quantities, configurations or service hours to be ordered by the District upon award or in the future. The District shall bear no liability whatsoever for failure to order or for the communication of a service request after execution of an agreement(s).

Interested Proposers should review this document and contact the District's Purchasing Technician, Cheresse Salamanca in written format ONLY with any questions. Submission of questions shall only be received via email csalaman@yccd.edu. Submission of written questions shall only be received during the "Receipt of Questions" period. (Refer to Section M page 18 entitled "Proposal Process Timeline" for this Proposal).

At the District's option and in its best interest, the District may add, delete or modify items covered as part of this agreement in order to take advantage of changing technologies or requirements after award.

Only information supplied by the Fiscal Services Department in writing or within this document should be used in preparing responses. All contact that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the District or any information that may have been read, seen, or heard regarding the District's engagement of sign language interpretive services as part of its instructional and/or administrative process should be disregarded in preparing responses.

Failure by the Proposer to provide information as requested may result in the Proposer's response being deemed non-responsive.

IV. Performance Specifications

A. General Background

The District is seeking both a primary and secondary agency service providers for professional services supporting reasonable accommodation requests for deaf and hard-of-hearing individuals on an as-required basis that may include but are not limited to: meetings, trainings, classes and field trips. Contractor shall perform a) sign language interpreting/transliterating for deaf and hard of hearing students/employees, interpreting from English into American Sign Language and from American Sign Language into English, and/or b) real-time captioning for deaf and hard-of-hearing/students/employees. The District has adopted the Registry of Interpreters for the Deaf Inc. (RID) Code of Professional Conduct as a guideline for judging appropriate conduct and it is the responsibility of the Contractor to know and adhere to the RID's Code of Professional Conduct.

Sign language interpretive and real-time captioning services will provide support for each College's student population and instructional and administrative staff. All services will be stated only upon expressed authorization to the Business Services Department of the District and shall be made if, as, and when required and ordered by the District at such intervals as directed by the Business Services Department. Delivery and provision of any and all service(s) shall be only to the specified location as identified within each Purchase Order as issued by the District.

B. Scope of Work

Sign language interpretive and real time captioning services on behalf of the District shall include oral interpretation or transliteration from the source language into the target language (and vice versa), translation of written materials from the source language into the target language (and vice versa), and/or real-time captioning that

transcribes the spoken word and transmits it in real time to the deaf or hard-of-hearing person's laptop screen as an event is taking place.

All interpreters must adhere to the National Registry of Interpreters for the Deaf (RID) Code of Professional Conduct. To view RID's Code of Professional Conduct, visit <https://rid.org/about-rid/>

C. Qualifications

The Contractor will maintain complete confidentiality regarding any and all information being interpreted as well as transliterated. The Contractor must convey and disseminate all information in a timely manner, using the language most readily understood within each interpretive setting. The Contractor will not counsel, advise, or interject personal opinion into any aspect of interpretive or translation event.

Task assignments will ONLY be made as a response to requests from authorized District personnel.

The Contractor agrees that the place of performance for any professional service may be at any of the District locations.

D. Overtime

Unless otherwise provided in the agreement, the Contractor shall not perform any overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

E. Preferred Certifications and Requirements (Both Primary and Secondary Agencies)

1. Preferred Certifications

Respondents must provide certification as part of the Proposal response for at least one of the following:

- a) National Association of the Deaf (NAD) Level 3,
- b) Registry of Interpreters of the Deaf (RID)
- c) Certification of Interpretation (CI)
- d) RID Certification of Transliteration (CT)
- e) RID Oral Transliteration Certification (OTC)
- f) RID Comprehensive Skills Certificate (CSC)
- g) National Interpreter Certification (NIC)

2. Miscellaneous Requirements

- a) Basic familiarity with various subject matter and classroom activity as taught by community colleges.
- b) Familiarity with culture of American deaf and hard-of-hearing persons.
- c) Correct/proper English usage, vocabulary and spelling.
- d) Fluency in interpreting from American Sign Language to English and from English to American Sign Language, including proficiency in expressive and receptive finger-spelling.
- e) Learn technical vocabulary of various technical disciplines from textbooks, handouts and other materials.
- f) Allowance for interpreting practitioner students to observe.

3. Scheduling

- a) Required availability: 7:00 AM to 10:00 PM Monday through Friday and 7:00 AM to 5:00 PM on Saturdays and Sundays.

- b) Twenty-four (24) hour cancellation notification required.
- c) No more than 2 hour minimum would be imposed for service requests of less than two-hour duration.
- d) No last-minute request fees would be imposed.
- e) The Interpreters are responsible for paying for District parking.
- f) Interpreters are expected to comply with the District's policies and procedures. Individual departments may supply the agency with a list of general policies and procedures for the interpreters.
- g) Interpreters are expected to accept re-assignment by the assigning department if deemed necessary if an assignment cancellation is received and acknowledged within a 24-hour period. Any re-assignment will be performed in a reasonable manner by the department.
- h) No more than 1 hour minimum would be imposed for service requests related to real-time captioning of less than a one-hour duration.

4. Billing

- a) Billing increments may not exceed 30 minutes.
- b) The two-hour billing minimum is waived if an interpreter is at the same District location assigned by the same department for more than one assignment that are back-to-back (i.e. 9:00-10:30 AM; 10:30-12:00 = 3 hours instead of 4 hours)
- c) Billing will be waived if the error is on the agency's part (i.e. not canceling in advance after receiving our notification) or the agency service provider's part (i.e. no-show).
- d) Billing must be separated by each respective college (Yuba College, including its' respective outreach centers and Woodland Community College, including its' respective outreach centers) and the District office.

F. Minimum Requirements for Primary Agency

1. Availability of Service Providers

- a) The size of agency's pool (including freelance and/or staff interpreters) that meet the District's required credentials will be able to cover the majority of the District requests at all District locations (including but not limited to two campuses, four Outreach Facilities and District offices).
- b) The agency will provide interpreters as necessary to fill the District's master schedule. Block schedules are not guaranteed.
- c) Should the agency's assigned interpreters be unable to cover jobs, the agency will be able to send back-up service providers.
- d) The agency will be able to re-assign their interpreters to cover other agency jobs within the District as needed when requested by individual departments as needed.

2. Office Hours

The agency shall conduct business hours commensurate with the District's business hours generally 7:00 AM-5:00 PM, exclusive of holidays in order to accommodate any short notice service requests at the beginning of any given business day, as required for operation of District held classes. Proposers shall provide an emergency list of contact persons and their contact numbers in case an issue arises pertaining to services requested outside of Proposers' regular office hours.

3. Answering Service

The agency has a functional answering service available to take last-minute requests when the agency and individual department offices are closed.

4. Availability of Office Staff

The agency has sufficient office staff to ensure that the District jobs are covered.

5. Communication

The primary means of communication between individual departments and agency is conducted via e-mail.

6. Experience

The agency demonstrates experience working with sizeable college/ school Districts such as YCCD. This District consists of two college campuses and four Outreach Centers and District offices.

G. Minimum Requirements for Secondary Agency:

The secondary agency shall meet the requirements as stated above. The District anticipates that the secondary agency will cover unfilled or overflow service requests, as needed amongst students, faculty and staff at the various sites.

V. General Terms and Conditions

A. Response to Request for Proposal

All responses to this RFP must be recorded in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the offer. Oral changes to an offer will not be accepted.

B. Submittal of Response

Each response must be received and marked as "ORIGINAL" in a quantity of one and five "COPY" Proposals (six sets in total) in a separate, sealed envelope or carton with the District's solicitation number printed on the outside. Responses must be received and stamped in the District's Business Services Office, 425 Plumas Blvd, #200, Yuba City before 2 PM, PDT, on Wednesday, June 30, 2021. Any Proposal received after the scheduled time of opening or with insufficient postage shall be refused and returned to the Proposer unopened. The proposers have the option for hand delivering the proposal before the time specified above.

C. Alternate Offers

Proposer shall provide pricing on only one product for each solicitation item listed herein, and shall submit only one response. Alternate responses will not be considered. Proposer's offering of more than one price per item as described may be disqualified on that particular line item.

D. Changes after Opening

Proposer must verify their responses before submission to the District. A response cannot be withdrawn after public opening. No response can be corrected or altered after being opened. The District will not be responsible for errors or omissions on the part of Proposers providing responses.

E. Designation of Subcontractor

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each Proposer shall provide the

name and location of the place of business for each subcontractor who will perform work or labor.

If the Proposer fails to specify a subcontractor for any portion of the work to be performed under the contract, the Proposer shall be deemed to have agreed to perform such portion, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original response shall only be permitted in cases of public emergency or necessity as so deemed by the District, and then only after a finding and thereafter reduced to writing as a public record of the District

F. Withdrawal of Offers

Any Proposer may withdraw his or her response, either personally or by written request, at any time prior to the scheduled closing time for receipt of offers. (See the "Proposal Process Timeline" for Proposal schedule closing dates and times).

Written requests for withdrawal of response must be sent to the following mailing address:

Attention:
Cheresse Salamanca, Purchasing Technician
Re: RFP# 20-12 Sign Language I Interpretive Services
Fiscal Services Department
Yuba Community College District
425 Plumas Blvd. # 200, Yuba City, CA 95991
csalaman@yccd.edu

G. Proposers Interested in More Than One Response

No person, firm or corporation shall be allowed to make or file more than one response for the same goods and services as described within this RFP document.

H. Affirmative Action Plan

All Proposers submitting a response are required to file an Affirmative Action Plan and Certificate of Compliance with Federal and State Laws on Equal Employment Opportunity and the District Policy on Affirmative Action (Proposers).

I. Release of Information

Proposers providing response as a result of this solicitation will be notified of Business Services recommendation for award to the District's Board of Trustees, in advance of the Board's decision. This will be the only information released after all offers are read aloud at the opening of the Proposal and before the District's Board of Trustees awards the agreement.

J. Addenda

Any addenda issued by the District's Business Services Department during the time of solicitation or as part of the formation of Proposal documents issued to the Proposer for preparation of Proposal response shall also be made as part of the agreement. The District will post any published addenda on the District website.

K. 508 Rehabilitation Act of 1973

Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor

agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Contractor further agrees to indemnify and hold harmless the Yuba Community College District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement immediately.

Contained on Proposer's letterhead and made part of the Proposal Response, Proposer shall separately list each product or service exception. The formatting of the exception statement within the Proposer's response shall match that of the "Response Summary Form".

Proposer shall submit a fully detailed response which shall adequately describe the advantages and benefits when offering brands other than those referenced by the District on the solicitation. The Proposer is required to provide literature and/or current catalog(s) describing the specific item being offered.

Failure to provide such documentation may result in the offer being determined non-responsive.

VI. Evaluation of Responses

A. Basis for Award and Evaluation Criteria

This Proposal process is being undertaken to enable the District to select a Proposer that will provide the primary services as specified within the Proposal Document and one Respondent that will provide the necessary secondary services that are the subject matter of this Proposal. A review of the responsiveness of the submittals will be conducted to ensure that all requirements of the Proposal have been met. District staff will evaluate Proposals initially to determine the lowest, responsive, and responsible Proposal meeting terms, conditions, and specifications of the solicitation.

The proposed hourly rate as submitted shall be the initial and primary element of evaluation criteria for all respondents.

Careful, full, and impartial consideration will be given to all offers received in response to this solicitation and the evaluation will be applied in a consistent manner. The award will be made to the contractor whose Proposal demonstrates the best capability to perform such work at a commensurably favorable price.

The District will evaluate Proposals received cumulatively on the basis of technical factors and price. This will be determined by comparing the differences in technical factors and price. The District intends to proceed with award of this procurement without conducting discussions. Therefore, respondents are encouraged to submit their most favorable Proposal from a price and technical standpoint.

1. Price Evaluation

The District anticipates awarding a fixed-price requirements type contract for total price evaluation purposes, the total evaluated price shall be the total price for all services.

2. References

The Proposer will provide three references from three different educational institutions or similar entities for which comparable work was performed within the past three years as listed in their experience above. Information on

each reference should be verified by Proposer prior to submittal in order to ensure accurate information presented to the District. PROPOSER shall provide the name of the client, a contact name who knew of Proposer's work, an email address, the nature of Proposer's work and the dates of association. Past quality of services, whether performed on schedule and within budget will be evaluated. Each reference shall be provided with a "Reference Check Form" to complete. If Proposer provides more than three (3) references, then the District will randomly pick three of the references.

3. Statement of Qualification

The District has an ongoing comprehensive service requirement. The anticipated service encompasses district-wide requirements which vary as to location, timeline and administration of requested service.

Respondent shall submit a narrative Technical Proposal that does not exceed twenty (20) pages in length (inclusive of all resumes and past performance information). Proposals should address how the service(s) as proposed meet all requirements as specified within the Qualifications, Performance and Deliverables.

Narrative Responses shall also include:

- a) **Key Personnel to be assigned to the District**
Names of key personnel, their respective titles, experience, and periods of service with the firm. Key personnel should include a list of freelance service providers who would be used for the YCCD contract. The personnel named in the Proposal submitted by the Proposer shall remain responsible throughout the period of this project. A detailed experience statement of proposed personnel in the use of all communication devices used by deaf and hard-of-hearing individuals is highly desired.
- b) **Statement of Qualifications**
A narrative or other statement by the firm of its qualifications for the proposed project. Detailed resumes and certification documents of all proposed personnel shall be included. A sample report or statement of work for report writing and submission should be included.

VII. Additional Proposer Questions

Within the narrative response all Proposers are required to provide comprehensive information regarding the four questions as stated below. Respondents must clearly indicate which question is being addressed.

1. How many interpreters can the Proposer provide at one time?
2. How many interpreters used by the Proposer live in the Yuba, Sutter, Yolo, and Clear Lake Counties? Group the list of interpreters by the following geographical breakdown: Yuba/Sutter; Yolo; and Clear Lake.
3. What is the Proposer's minimum billing cycle?
4. Describe the type(s) of discounts will you offer and under what circumstances?
5. Does the Proposer charge for the time of travel and/or mileage from their home/office to the college site?

A. Evaluation of Proposed Equal Service

The specifications contained herein describe item(s) and/or services considered acceptable to the District. Specifications considered to be equal may be submitted. It is the responsibility of the Proposer to provide full documentation with their response to establish a claim of equal offering. If variation from the required minimum specifications is made, respondent must describe how the proposed new specification will benefit the District.

Review of all such documentation, examination of any offering, and determination as to whether an offering meets the specifications or "equal service" shall be made by the District. The opinion of the District shall be final.

As part of Proposer's response, a proposed "equal service" must be clearly stated within each pertinent line item.

B. Release of Information

Proposers who submit responses as a result of this solicitation will be notified of Business Services' recommendation for award to the District's Board of Trustees in advance of the Board's decision. This will be the only information released after all Proposals are read aloud, and before the District's Board of Trustees awards the contract.

C. Method of Ordering

Individual Purchase Orders will be issued as required and will serve as the award instrument(s) for the acquisition of products and services listed herein through the District's Business Services Department. This will be the only acceptable method of authorizing product purchases and/or work to be done.

D. Inspection of Facilities

The District shall have the right to inspect the facilities and service areas of all Contractors, as well as their proposed subcontractors, along with those Proposers submitting responses prior to award of this contract. The purpose of such inspection is to determine the Proposer's potential ability to perform under the terms of this solicitation.

The District shall also have the right to inspect facilities and operations of the Contractor, and any subcontractors, during the agreement period or extension thereof.

VIII. Legal Issues

A. Acceptance of Offer

A Proposer's response is subject to acceptance by the District at any time within ninety (90) days after opening of same, unless otherwise stipulated herein.

B. Assignment of Contract

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing in this solicitation; which he or she may be awarded; or any rights accruing there under; title or interest therein; funds to be received hereunder; or any power to execute the same without the prior written consent of the District.

Notice is hereby given, that the District will not honor any assignment made by the Contractor unless the District has consented thereto in writing.

C. Cancellation of Agreement

The District reserves the right to cancel the agreement resulting from this solicitation in its entirety upon thirty (30) days written notice at no cost except for products/services rendered. Such cancellation shall generally be reserved for reasons as unsatisfactory service, reduction in District funding, reduction in course content or enrollment, or change in scope of District programs and/or policies.

D. Excuse for Non-performance

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided it is satisfactorily established that the non-performance is not due to the fault or negligence of the Contractor.

E. Hold Harmless

Contractor agrees to indemnify and to hold free and harmless the District, its officers, employees and agents, from all loss, liability, damages, costs or expenses (including reasonable legal expenses, and court costs) that may or might at any time arise or be asserted against District, its officers, employees and agents, arising by reason of, in the course of, or in connection with, the performance of this contract, including any loss, liability, damages, costs or expenses resulting from the sole negligence of the Contractor, or both Contractor and District, but excluding any loss, liability, damages, costs or expense resulting from the sole negligence of the District.

The indemnification shall include, but is not limited to, liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used under this solicitation and any resulting contract.

F. Insurance

Upon award of the agreement, Contractor shall take out and maintain during the life of this agreement such public liability and property damage insurance in an amount not less than \$1,000,000; fire insurance in an amount not less than full replacement cost; and insurance covering special hazards such as automotive and trucks in an amount not less than \$1,000,000.00; as shall protect him or her and the District from all claims for personal injury, including accidental death, as well as all claims of property damage arising from operations under this agreement. District shall be added as an additional insured under said policies of insurance. Said policies of insurance shall provide for a 30-day written notice to District before cancellation or material change.

Contractor shall require their subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

Contractor shall not commence work nor shall he/she allow any subcontractor to commence work under this agreement until he/she has obtained all required insurance and certificates, which have been delivered in duplicate to, and approved by, the District's Chief Business Officer.

All evidence of current insurance documentation shall be submitted to the District's Business Services Department within ten (10) business days of award.

G. Penalties upon Default

In case of default of this contract by the Contractor, the District may procure the articles or services contained herein from other sources. The District may also deduct from any unpaid balance due the Contractor, or collect against the security or from the surety for the amount of any increased administrative costs and excess costs paid for items or services, with prices paid by the District being considered the prevailing market price at the time such purchase is made.

H. Right to Reject/Waive

The District reserves the right to reject any or all offers, or to waive any minor irregularities or informalities in any offer or in the solicitation process.

The District also reserves the right to waive minor variations in specifications and evaluate offerings and make awards considering the equipment and services being offered. **Offers varying from District specifications in any major detail are not solicited and are automatically disqualified. The District's opinion shall be final.**

I. Terms & Conditions Varying From Solicitation

Terms and conditions additional to or not identical to the terms and conditions contained herein are not solicited and may render the Proposal non-responsive.

IX. Delivery/Invoicing

A. Conformity to Specifications

All materials and services furnished as a result of this solicitation must conform to the specifications cited herein. Material and services provided are subject to inspection and approval after delivery. The District reserves the right to reject any portion of a shipment or service that is defective or fails to comply with the specifications without invalidating the remainder of the order. Such rejection will be at the risk and expense of the Contractor.

B. Payment Terms and Invoicing Instructions

The District's payment terms are Net 30 days after receipt of invoice and acceptance of products/services. Invoices citing cash discounts for early payment of invoices of less than 15 days will be paid as NET 30. Cash discounts, when given, will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If tests are necessary, cash discounts will be figured from date of acceptance of test report. Each invoice shall reflect the purchase order number.

C. Purchases out of Contract

The District reserves the right to make purchases of similar items or services from other sources when timing, availability and/or need dictates.

X. Special Terms and Conditions

A. Pricing

As a requirements contract, all prices must remain firm and fixed with no price increases for the initial two (2) years from the date of award. Thereafter Proposer must provide a formal letter of notice wherein the District's Business Services Department acknowledges receipt of any pricing variations for each product or service prior to any pending purchase. The letter shall include an affectivity date of price change as well as the amount of the change. The District reserves the right to negotiate any price increases it deems to be excessive.

The District may choose to exercise their renewal option at the District's discretion prior to completion of the original term of the agreement. Proposer must indicate maximum escalation of pricing for the entire renewal option. Failure to provide this information as part of the response will indicate that all pricing is firm and fixed for the term of the agreement as well as any renewal option period.

B. Protection of Work and Property

Contractor shall be responsible for all damages to persons or property that may occur as a result of his/her fault or negligence in connection with the execution of this award. Contractor shall be responsible for the proper care and protection of District, all materials provided/delivered and work performed until completion and final acceptance by the District. All work shall be performed solely at Contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

C. Worker's Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his/her employees. Contractor shall sign and file with the District the following certification prior to performing the work under this contract:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

The form of certification is included as part of this Proposal package and must be completed.

D. District Point of Contact

The District's point of contact for performance under this agreement will be identified when an award is made. All contractual issues (i.e., additions, changes, or interpretations) should be addressed to and authorized by the Vice Chancellor of Administrative Services, (530) 741-6800.

E. Access to District Facilities

The Contractor shall obtain permission from the District's point of contact to enter offices to perform work under this agreement. The Contractor's access to secured areas will be provided by appointment and coordinated by the District's point of contact.

F. District Representatives

The individual departments within the District will identify their representative for your agency to communicate with in regards to performance timelines, proof approvals, special instructions, and other topics related to the performance of this contract. Any changes to the terms, conditions, and specifications of this contract must be addressed to and be wholly approved by the Vice Chancellor of Administrative Services, (530) 741-6800.

G. On-site Assistance

Contractor shall make available to the District, upon reasonable request and at no cost to the District, a company representative to act as a consultant interacting with

the District Representatives should assistance be needed on any aspect of the project.

H. Quality

The District will only accept excellent professional and first quality service. The decision as to the acceptability of any finished work will be solely that of the District. Work rejected because of quality-related problems will be identified by a District representative and corrected in a timely fashion at the contractor's expense.

I. Performance Review

Evaluation of the contractor's performance under this agreement will be based upon customer satisfaction evaluations. The contractor will be evaluated quarterly by the District or designated personnel. A copy of any evaluation report may be included in the contract file as a permanent record. Evaluation performance sessions may be conducted with the contractor and the District.

J. Anticipated Proposal Process Timeline

The following timetable illustrates important dates and events that pertain to this Proposal. Any activity may be altered by the District, if necessary, as part of a thorough evaluation process.

June 11, 2021 Proposal documents are available:

Plans, specifications and other document forms, including Proposal documents will be available. Prospective Proposers may also obtain pertinent Proposal documents, including any addenda, at the District's website:

<https://www.yccd.edu/central-services/fiscal-services/purchasing-2/requests-proposals-quotes/>

Direct any questions, concerning the RFP # 20-12, documents or process during the receipt of questions period ONLY to Cheresse Salamanca at (530) 741-6801, email csalaman@yccd.edu.

June 11 – 18, 2021 Receipt of Questions

It is recommended that respondents carefully read the Request for Proposal and submit questions for clarification or interpretation during the receipt of question period. Any oral communication concerning this Proposal is not binding amongst any party or respondent to this Proposal and shall in no way modify the PROPOSAL or the obligation of the District. All communication shall be in writing during the question period ONLY.

The Receipt of Question period will close at 3:00pm on Friday, June 18, 2021.

June 25, 2021 Responses to the Written Questions

Will be posted on the District Website:
<https://www.yccd.edu/central-services/fiscal-services/purchasing-2/requests-proposals-quotes/>

July 1, 2021
P.M.

Completed submissions due and must be received before 2:00

Late submittals will be disqualified and disregarded.
Respondents must submit one original document plus five
copies. Any information received after this deadline will be
disregarded. Send Responses to:

Attention
Cheresse Salamanca, Purchasing Technician
Re: RFP# 20-12 Sign Language Interpretive Services
Fiscal Services Department
Yuba Community College District
425 Plumas Blvd. # 200, Yuba City, CA 95991
csalaman@yccd.edu

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XI. Submission Requirement/Checklist

The District reserves the right to reject any and all submittals that do not respond to ALL instructions in this RFP. Respondents are to submit their responses in accordance with RFP #20-12. Respondents must submit the required number of sets of all requested information, including but not limited to the following:

- Proposal Cover Page pg 2
- Proposer's Qualifications pg 21
- Proposer's References
- Solicitation Response Form pg 22 Subcontractors Designation Subcontractors References
- Worker's Compensation Certification

Failure to provide the required additional response documentation in this Request for Proposal may result in the proposal being determined non-responsive.

Attachment A: Proposal Submittal Requirements

In order to facilitate direct comparison by the District, a Proposer's offer shall be submitted using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of the Offer. Offers shall include, at a minimum:

Proposer's Qualifications

Proposer shall provide the following information in their Proposal submittal:

- a) **List of Key Personnel:** Names of key personnel, their respective titles, experience, and periods of service with the firm. The personnel named in the Proposal submitted by the Respondent shall remain responsible throughout the period of this project. A concise list of freelance service providers and their qualifications shall be included.
- b) **Statement of Qualifications:** A narrative or other statement by the firm of its qualifications.
- c) **Statement of Availability:** A brief statement of the availability of key personnel of the firm to undertake the proposed project.
- d) **References/Client List:** The Proposer shall provide a list of three (3) or more references from three different educational institutions to whom have been provided similar services.

Attachment B: Solicitation Response Form

The District is requiring Proposers to provide an hourly rate for sign language and real time captioning as part of the response relative to the on-site interpreting cited herein.

Proposers have the option of responding at an hourly rate for specified time of the day/week and by location OR Propose a flat-rate for all times.

Time	Location	Hourly Rate (Sign Language):	OR	One Hourly Rate (Flat-Rate)	Hourly Rate (Real Time Captioning)
Day (7:00 AM- 5:00 PM)	Woodland, Colusa				
Day (7:00 AM- 5:00 PM)	Marysville, Yuba City, Beale Air Force Base				
Day (7:00 AM- 5:00 PM)	Clear Lake				
Evening (5:00 PM-10:00 PM)	Woodland, Colusa				
Evening (5:00 PM-10:00 PM)	Marysville, Yuba City, Beale Air Force Base				
Evening (5:00 PM-10:00 PM)	Clear Lake				
Weekend (7:00 AM- 5:00 PM)	Woodland, Colusa				
Weekend (7:00 AM- 5:00 PM)	Marysville, Yuba City, Beale Air Force Base				
Weekend (7:00 AM- 5:00 PM)	Clear Lake				

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