



LOS ANGELES COMMUNITY COLLEGES

770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 • 213/891-2000

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ADMINISTRATIVE OFFICES • Dr. Daniel J. LaVista, Chancellor

REQUEST FOR PROPOSALS (RFP) NO. 11-02

**SERVICES OF TEMPORARY SIGN LANGUAGE
INTERPRETER SPECIALISTS
FOR THE COLLEGES
OF THE LOS ANGELES COMMUNITY
COLLEGE DISTRICT**

**BUSINESS SERVICES DIVISION
Office of Contracts and Purchasing
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
(213) 891-2301**

RFP Schedule

RFP Issued and Posted to LACCD Website:	Monday, Jan. 10, 2011
Receipt of Written Questions:	4 pm Thursday, January 20
Receipt and Opening of Proposals:	2 pm Thursday, January 27
Anticipated Award of Contract:	Thursday, February 24

TABLE OF CONTENTS

	Page
I. INTRODUCTION	
A. Purpose	4
B. Background	4
 II. SCHEDULE AND SUBMITTAL	
A. RFP Schedule	5
B. Proposal Submittal	5
C. Meeting RFP Specifications and Requirements	6
D. District Contact Person	6
E. Interpretation of Documents	7
F. Questions Regarding the RFP	7
G. Changes, Addenda or Amendments to the RFP	7
H. Exceptions and/or Deviations to the RFP	8
I. Certification of Non-Discrimination and Noncollusion Affidavit	8
J. Proposal Prices to be Accurate and Complete	8
K. Expenses	8
L. Authorization to Do Business	9
M. Subcontractors	9
N. References	9
O. Personnel Qualifications	10
P. Safety and Security	10
Q. Withdrawal of Proposal	11
R. Proposal Submission Deadline	11
S. Proposal Constitutes an Offer	12
T. Basis of Award	12
U. Acceptance of Proposals	12
V. Disposition of Proposals	12
W. News Releases	12
X. Use of District Employees' Names	13
Y. Immaterial Defects in Proposals	13
Z. Default	13
AA. Term of Contract	13
BB. Contract Documents	13
 III. PROPOSAL FORMAT AND CONTENTS	
A. General	15
B. Cover Letter	15
C. Appendices	15

TABLE OF CONTENTS (Continued)

	Page
IV. SPECIFICATIONS OF SERVICES AND SCOPE OF WORK	16
A. Definitions	16
B. Typical Duties	16
C. Supervision	17
D. Distinguishing Characteristics	18
E. Class Qualifications	18
F. Entrance Qualifications	19
 EXHIBIT A: Standard Agreement for Professional Services	 21
 BID PAGES (for Proposers That Are Firms or Agencies Only)	
Certification of Non-Discrimination	28
Noncollusion Affidavit	29

REQUEST FOR PROPOSALS
SERVICES OF TEMPORARY SIGN LANGUAGE INTERPRETER SPECIALISTS
FOR THE COLLEGES
OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit the services of American Sign Language Specialists for the nine colleges of the Los Angeles Community College District (alternatively referred to herein as the District or the LACCD) for limited and temporary periods of time while measures are taken by the college(s) to hire sign language interpreter specialists to fulfill these needs on permanent and temporary bases through the employment processes of the classified service established by the District's Personnel Commission, as well as the laws and procedures of the California Merit System that are administered by the District's Personnel Commission.

It is the intent of the District to issue multiple contracts for temporary sign language specialist services as a result of this RFP. Each contract awarded through this RFP with both individuals and sign language interpreter agencies and firms will be effective for a period of three years, from which services may be contracted for from time to time.

B. BACKGROUND

Over the past seventy-seven years, the LACCD has served as educator to more than three million students. Affordable, accessible and practical, the LACCD offers opportunity to all. Our doors are wide open for a diverse student population eager for skills, knowledge and upward mobility. The LACCD educates almost three times as many Latino students and nearly four times as many African-American students as all of the University of California campuses combined. Eighty percent of LACCD students are from underserved populations.

The community colleges of this District serve adults of all ages, meeting the needs of a society where "lifelong learning" is the rule and multiple careers and continual retraining are the norm. More than half of all LACCD students are older than 25 years of age, and more than a quarter are 35 or older. More than any other California system of higher education, the LACCD's colleges offer a first and second chance for anyone who wants to succeed.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

RFP Issued and Posted to LACCD Website:	Monday, January 10, 2011
Receipt of Written Questions:	Thursday, January 20, 4:00 pm
Receipt and Opening of Proposals:	Thursday, January 27, 2:00 pm
Anticipated Award of Contract:	Thursday, February 24, 2011

The Contracts Office of the LACCD posts all of its Invitations for Bids (IFBs) and Requests for Proposals (RFPs) in printable PDF format on the Business Opportunities portion of the District's website at http://www.laccd.edu/business_services/ (there is an underscore between "business" and "services" in this URL).

Issuance of this RFP and receipt of proposals from individuals, agencies and firms does not commit the District to award a contract. The District reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP.

B. PROPOSAL SUBMITTAL

1. General

Proposals must be received by 2:00 pm, Thursday, January 27, 2011. Any proposal received after this date and time, may, at the sole discretion of the District, be returned or set aside without consideration. It is the practice of the District not to consider late proposals for any reason.

Delivery of proposals by the specified deadline is the sole responsibility of the proposer. The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the proposer except where it can be established that the District was the sole cause of the late receipt.

The District intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals. However, the District shall not be liable for damages alleged to arise from, nor accept as the basis for protest of a contract award, the circumstance where the District inadvertently and/or unintentionally opens a sealed proposal prior to the deadline.

2. Method of Submittal

The proposal must be submitted in paper form in a sealed envelope marked "Proposal - RFP No. 11-02" and delivered to the Los Angeles Community College District, Business Services Division, Attention: Curtis Paltza, Contracts Analyst, 6th Floor, 770 Wilshire Boulevard, Los Angeles, California 90017-3719. Proposals may be mailed, sent by private carrier, or delivered in person during normal business hours, which are 8:00 am to 4:30 pm, Monday through Friday. Faxed and/or emailed copies will not be accepted. Each proposer shall include one original and two (2) copies of his/her/its proposal.

C. MEETING RFP SPECIFICATIONS AND REQUIREMENTS

The products and services offered in the proposal must meet the specifications and conditions as described in this RFP. The District reserves the right to reject as non-responsive any proposal that does not meet the specifications and conditions as described in this RFP.

The proposer shall be responsible for becoming familiar with the scope of services required by the District and its Personnel Commission. The failure or omission of any proposer to acquaint him/her/itself with the service requirements of the District in accordance with this RFP shall in no way relieve any proposer from any obligation with respect to this RFP or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

The agreement which the successful proposer will be required to execute, incorporates all specifications, terms, and conditions included in the RFP documents. All proposers should carefully examine all RFP documents.

D. DISTRICT CONTACT PERSON

The District contact person for this RFP is given below. Proposers requiring clarification of the intent or content of this RFP, or prospective proposers who did not receive all the materials, must contact the District contact person.

Curtis Paltza, Contracts Analyst
Los Angeles Community College District
Contracts and Purchasing, 6th Floor
770 Wilshire Boulevard
Los Angeles, California 90017-3719

TEL (213) 891-2301
FAX (213) 891-2490
Email paltzac@email.laccd.edu

Any oral communications by the District's contact person or other employee regarding this RFP is not binding and shall in no way modify the RFP or the obligations of the District or the proposer.

E. INTERPRETATION OF DOCUMENTS

If any person or organization contemplating submitting a proposal for the services outlined herein is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies in, or omissions from the documents, he/she/it may submit to the District contact person a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addendum or amendment duly issued. A copy of such addendum or amendment may be mailed or delivered to each person or organization receiving a set of the RFP documents, and/or shall be posted to the District's website. No person is authorized to make any oral interpretation of any provision in the RFP documents to any proposer, and no proposer is ever requested or authorized to rely on any such unauthorized oral interpretation.

F. QUESTIONS REGARDING THE RFP

Proposers requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive RFP process, may request clarification by submitting written questions in an envelope marked, "Questions Relating to RFP No. 11-02," and addressed to the District contact person. Answers to the questions will be provided to all proposers without identifying the submitter.

Proposers are encouraged to submit questions in writing. Questions or comments regarding this RFP (except to inquire about the number of addenda or amendments issued) must be put in writing and received by the District no later than 4:00 pm, Thursday, January 20, 2011. Written questions are to be mailed, emailed or faxed to the District contact person noted above in Section II.D.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

G. CHANGES, ADDENDA OR AMENDMENTS TO THE RFP

If it is necessary to issue one or more addenda or amendments to the conditions or specifications of this RFP, the District will mail formal addenda to all potential proposers.

If it is necessary to make material changes to the RFP, the District will mail, fax or email written RFP addenda to all recipients of record of the original RFP and/or post such

addenda on the District's website. Recipients of record are those parties that obtained a copy of the RFP directly from the District. It shall be the responsibility of the proposer to inquire of the District as to any addenda issued. This may be done by calling or emailing Curtis Paltza of the Business Services Division at (213) 891-2301 prior to the proposal submittal deadline. All addenda issued shall become part of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum or amendment.

H. EXCEPTIONS AND/OR DEVIATIONS TO THE RFP

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Standard Agreement presented in Exhibit A, must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations." If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

I. CERTIFICATION OF NON-DISCRIMINATION and NONCOLUSION AFFIDAVIT

The Certification of Non-Discrimination and the Noncollusion Affidavit set forth in full on the attached Bid Pages are to be signed by the proposer's authorized signatory (if an agency or firm) and must be submitted by the proposer in a sealed envelope along with his/her/its proposal. The District will not accept any proposal submitted without these statements completed and signed by the proposer's authorized signatory. These pages are not required to be signed or submitted if the proposer is an individual.

J. PROPOSAL PRICES TO BE ACCURATE AND COMPLETE

All information proposed for services and supplies must be accurate, complete and valid for the term of the contract. The proposer is responsible for the accuracy of the proposer submitted, and no allowance will be made for errors or increases in price that the proposer later alleges are retroactively applicable.

K. EXPENSES

All expenses incurred by the proposer in preparing its proposal shall be borne solely by the proposer.

The District shall not be liable for pre-contractual expenses incurred by the proposer in the preparation of its proposal, and proposers shall not include any such expenses in their offers.

Pre-contractual expenses are defined as expenses incurred by the proposer to prepare and submit its offer to the District, or any other expenses incurred by the proposer prior to the date of award.

L. AUTHORIZATION TO DO BUSINESS

The proposer must be authorized to do business in the State of California and, if applicable, in the local jurisdiction in which it is located or where the work will be performed. If a proposer is a sole proprietorship or partnership, the proposer should furnish with its proposal a copy of its current business license issued in California. If the proposer is a corporation, it must be approved by the California Secretary of State to do business in California and should furnish with its proposal the corporate number issued by the Secretary of State.

M. SUBCONTRACTORS

The proposer shall provide to the District with its proposal, a list of its subcontractors, and the proposer shall be solely responsible for any and all work done by those subcontractors. All orders or instructions from the District shall be communicated by the proposer to its subcontractors as is necessary. It shall be the duty of the successful proposer to see that all of its subcontractors commence work promptly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or products, and that all damage caused by the subcontractors or their workers is properly made good by them or by the successful proposer at the proposer's cost.

The successful proposer shall provide to the District, from all subcontractors that are a part of the agreement entered into as the result of this RFP, a payment release form, prior to the District issuing final payment to the proposer. Further, the proposer shall require its subcontractors to maintain adequate workers' compensation and comprehensive liability insurance as set forth in the District's Standard Agreement outlined in Exhibit A.

N. REFERENCES

Each proposer shall provide a brief history and a summary of services in its proposal, ***and shall include with its proposal, copies of recent letters of reference from no less than two (2) of its current clients.***

The proposer shall describe the work it performed or is performing for each client and include the name, job title, address and telephone number of a contact person for each reference (admittedly, this information may already be provided by the client on its letter of reference).

O. PERSONNEL QUALIFICATIONS

Each proposer shall provide a personnel qualification summary, and, if an agency or firm, shall include job positions and titles, for each of its management, supervisory, and technical personnel, including its drivers.

This section should establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. This information should be furnished for both the proposer and any subcontractors included in the proposal.

The proposer, if an agency or firm, should provide background information about its firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclosure is required of any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the proposer's ability to perform contractually. The proposer should certify that the agency or firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

The proposer may briefly describe its most noteworthy qualifications for providing the required services to the District. The proposer may highlight those qualifications that it feels distinguishes it from its competitors.

P. SAFETY AND SECURITY

It shall be the responsibility of the successful proposer to ascertain from the Director of College Facilities, or designee, the rules and regulations pertaining to safely driving on College grounds, particularly when students are present. The proposer's drivers shall exercise extreme caution at all times.

Q. WITHDRAWAL OF PROPOSAL

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, ***any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for ninety (90) days thereafter.*** The proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the proposer later alleges are retroactively applicable.

R. PROPOSAL SUBMISSION DEADLINE

All proposals shall be submitted in a sealed envelope as follows:

TIME AND DATE: On or before 2:00 pm, Thursday, January 27, 2011

ATTENTION: Curtis Paltza, Contracts Analyst
Contracts Office, 6th Floor

LOCATION: Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017-3719

Proposals must be mailed or hand-delivered to, ***and must be received in*** the Contracts Office of the Los Angeles Community College District by no later than the above time and date, and shall be opened in public shortly thereafter.

The envelope containing the proposal may be mailed or delivered in person, but delivery of the proposal and any accompanying documents is the sole responsibility of the proposer.

Proposals should be submitted in a fashion that facilitates the making of additional copies. Presentation in stapled page sets, or in notebooks from which the pages are easily separated, is preferred. Please do not laminate pages or bind pages individually in clear plastic protectors.

No faxed or emailed proposals will be accepted. If a proposal is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District assumes no responsibility for late delivery for any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, or courier problems.

No proposals will be accepted after the proposal submission deadline. Any proposal received after the scheduled submission deadline may be returned to the proposer unopened.

S. PROPOSAL CONSTITUTES AN OFFER

A proposal submitted in accord with instructions in this RFP constitutes an offer to enter into a contract with the District under the terms specified in the accompanying agreement in Exhibit A to this RFP. If the proposal is accepted by the District, an enforceable contract is thereby created. ***Revision or modification by the proposer of the District's RFP and contract terms and conditions may render the proposal non-responsive.***

T. BASIS OF AWARD

Award of multiple contracts will be made to the most responsible proposers with combinations of the lowest hourly rates and most years of experience.

It is the intent of the District to issue multiple contracts for temporary sign language specialist services as a result of this RFP. Each contract awarded through this RFP with both individuals and sign language interpreter agencies and firms will be effective for a period of three years, from which services may be contracted for from time to time.

U. ACCEPTANCE OF PROPOSALS

Final acceptance of one or more proposals or rejection of all proposals shall be made by the District's Board of Trustees at a public meeting within ninety (90) days from the date of the proposal submission deadline. The District reserves the right to reject any or all proposals if it deems such action is in the best interest of the District. The District also reserves the right to waive any and all technicalities and non-substantive defects in the RFP documents or in any proposals submitted.

V. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the District and become public records after the award of contract, except for information identified by the proposer as being proprietary (subject to the limitations in section IV) and which is eligible for nondisclosure under the California Public Records Act.

W. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of the District.

X. USE OF DISTRICT EMPLOYEES' NAMES

The successful proposer must agree not to use the names or addresses of District employees for any purpose not directly related to this RFP.

Y. IMMATERIAL DEFECTS IN PROPOSAL

The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the proposer from full compliance with the RFP if awarded the contract.

Z. DEFAULT

In the event that one or more apparently successful proposers default or fail to execute the contract, the District may, at its election, accept one or more of the next most responsive proposals, or reject all proposals and solicit new proposals at that time.

AA. TERM OF CONTRACT

The contract or contracts awarded through this RFP will be effective for a period of three years, unless terminated earlier in accordance with the provisions for termination specified hereunder. The contract may be extended annually for a maximum of two additional years, for a total contract period of five years, at the option of the District. Continuous use of the proposer's services for the entire duration of the contract is never guaranteed. If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which the District desires to be on or about Thursday, February 24, 2011.

No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District, and has been signed by both parties.

BB. CONTRACT DOCUMENTS

Each proposer selected for contract award through this RFP shall be required to enter into a written agreement with the District. The Standard Agreement for professional services presented in Exhibit A of this RFP is the contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposal submitted.

Exceptions and/or requested changes to the terms and conditions of the Standard Agreement, or the proposer's inability or unwillingness to comply with any of the provisions of the Standard Agreement, must be declared in the proposal and will be considered as part of the proposal evaluation process.

The complete contract between the successful proposer (Contractor) and the District shall include the following documents as applicable: the advertisement for proposals, the RFP conditions and instructions, the proposal of the Contractor and its acceptance by the District, the District's contract incorporating its Standard Agreement terms and conditions, and all amendments and/or addenda thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein. Notwithstanding anything to the contrary contained in the agreement between the District and the Contractor, and/or in case of any conflicting terminology between the Contractor's proposal and the District's contract terms and conditions, the District's proposal conditions and instructions and the District's contract terms and conditions shall apply and prevail.

III. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposals are to be submitted in 8 1/2" x 11" size, typed and bound with a simple method of fastening. Lengthy narrative is discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 20 pages in length, excluding appendices, if any. Proposers should use the following outline in organizing the contents of their proposals.

B. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person who may be contacted during the period of evaluation;
- Acknowledgement of RFP and RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals;
- Identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act or US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District); and
- Signature of a person authorized to bind the offering individual, agency or firm to the terms of the proposal.

C. APPENDICES

The proposer shall furnish as appendices those supporting documents (such as staff resumes) requested in the preceding instructions.

The proposer may include any additional information deemed essential to a proper evaluation of the proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

IV. SPECIFICATIONS OF SERVICES AND SCOPE OF WORK

The District's Personnel Commission has established class specifications for positions in the classified service which it has titled Sign Language Interpreter Specialist I, Sign Language Interpreter Specialist II, and Senior Sign Language Interpreter Specialist. These three classes are identified as Class Code 4557 for Specialist I, Class Code 4556 for Specialist II, and Class Code 4551 for the Senior Specialist.

The definitions and typical duties for these positions; their distinguishing characteristics; the class qualifications, including required knowledge, required skills, and required abilities; and the entrance qualifications, including desirable and required education and experience, pertinent to prospective awardees (if an individual) of this RFP, or to individuals whose services are employed, subcontracted or dispatched by prospective awardees (if an agency or firm) under this RFP, follow immediately below.

A. DEFINITIONS

The Sign Language Interpreter Specialist I and II interpret educational and general information exchanged in an educational setting by using manual and oral methods of communication for the deaf and hard of hearing.

The Senior Sign Language Interpreter Specialist coordinates and schedules the interpreting services for deaf and hard-of-hearing students and participates in interpreting educational and general information exchanged in an educational setting by using manual and oral methods of communication for the deaf and hard of hearing.

B. TYPICAL DUTIES for Sign Language Interpreter Specialist I and II

- Attends classes, guidance sessions, tutoring sessions, and student activities with deaf and hard-of-hearing students to interpret educational information, classroom discussions, and activities through the use of manual and oral methods of communication for the deaf and hard of hearing.
- Answers general questions regarding the nature and problems associated with deafness and hearing difficulties.
- Continually assesses a student's communication skills in speech, lip-reading, signs and finger-spelling in order to utilize the most appropriate communication methods based on the student's needs and preferences.
- Observes problems encountered and progress being made by deaf and hard-of-hearing students and reports observations to instructional and program staff.

- May perform a variety of ministerial duties related to the effective operation of programs for the deaf and hard of hearing, such as accepting telephone calls, disseminating information, processing correspondence and records, and maintaining files.
- Performs related duties as assigned.

TYPICAL DUTIES for Senior Sign Language Interpreter Specialist

In addition to performing those duties specified above for Sign Language Interpreter Specialist I and II, the Senior Sign Language Interpreter Specialist:

- Coordinates and schedules the interpreting services for deaf and hard-of-hearing students for classes, meetings, and student activities.
- Conducts on-the-job evaluations and assesses training needs of Sign Language Interpreter Specialists I and II and proposes and provides workshops to meet those needs.
- Maintains files and materials on technical sign vocabulary to assist interpreters working in specialized subject areas.
- Provides in-service training for other college departments and communicates with instructors explaining deaf and hard-of-hearing student services.
- Using manual and oral means of communication for the deaf and hard of hearing, interprets educational information for up to approximately 50% of the time for deaf and hard-of-hearing students in the classroom, meetings, activities and emergencies.
- Provides general information regarding the nature and problems associated with deafness and hearing difficulties.

C. SUPERVISION

General supervision is received from an academic or classified supervisor or administrator. The Senior Specialist may provide work direction and coordination over the activities of Sign Language Interpreter Specialists I and II.

D. DISTINGUISHING CHARACTERISTICS

A **Sign Language Interpreter Specialist I** conveys the full meaning of the message using oral and manual forms of communication for deaf and hard-of-hearing people, and voices the deaf or hard-of-hearing person's message with an oral presentation in proper English syntax.

A **Sign Language Interpreter Specialist II**, in addition to using oral and manual forms of communication to convey the full meaning of the message, achieves and delivers conceptually accurate higher-level academic material utilizing English and/or American Sign Language (ASL).

A **Senior Sign Language Interpreter Specialist** coordinates and schedules the interpreting services for deaf and hard-of-hearing students, and participates in interpreting educational and general information exchanged in an educational setting by using manual and oral methods of communication.

E. CLASS QUALIFICATIONS

Required Knowledge:

- Standard methods of manual communication for the deaf and hard of hearing, including American Sign Language, Signed English, finger-spelling, and non-manual expression, including facial, eye, and body language.
- The deaf culture and cultural experiences associated with deafness and hearing difficulties.
- Common educational processes and procedures on a college campus.
- Current developments, trends, and techniques in the field of interpreting for both the deaf and hard of hearing, as utilized by the deaf community.
- Registry of Interpreters for the Deaf (RID) Code of Professional Conduct.
- Basic record-keeping procedures.
- Capabilities of computer systems, equipment, and software used in providing interpreting services for the deaf.
- ***In addition*** to the above, the Senior Specialist is required to know the basic requirements of ADA (Americans with Disabilities Act) and student services programs; as well as basic techniques of training and work direction.

Required Skills:

- Conveying the thought, intent, and spirit of a speaker to a deaf or hard-of-hearing person.
- Interpreting and transliterating expressively and receptively, using manual and oral methods of communication for the deaf and hard of hearing.

Required Abilities:

- Utilize sufficient sign vocabulary to ensure proper interpretation for various academic or vocational subject matter.
- Establish and maintain effective relationships with deaf and hard-of-hearing students, as well as with faculty and staff.
- Observe the progress of a student and adapt or modify methods of communication, and/or discuss concerns with instructional and program staff as needed.
- Maintain the confidentiality of information exchanged in an interpreting situation.
- Meet schedules and timelines.
- Maintain records.
- ***In addition*** to the above, the Senior Specialist is required to be able to coordinate and schedule the work of a group of interpreters; to train and assess the training needs of Sign Language Interpreter Specialists I and II; and to learn specialized computer applications.

F. ENTRANCE QUALIFICATIONS

Education:

- Graduation from high school, or its equivalent, is ***required***.
- An associate's degree, or its equivalent, from a recognized college or university, is ***desirable*** for Specialists I and II; and a bachelor's degree, or its equivalent, from a recognized college or university, is ***desirable*** for the Senior Specialist.
- Completion of an American Sign Language Interpreting program of at least 30 units, or its equivalent, is ***desirable*** for Specialists I and II; and ***required*** for the Senior Specialist.

Experience:

Sign Language Interpreter Specialist I

- Six hundred (600) hours of paid, volunteer, or family-related experience as an interpreter for the deaf and hard of hearing is ***desirable***.
- National Interpreter Certification (NIC), Certificate of Interpretation (CI), or Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or Level IV Certification from the National Association for the Deaf (NAD) is ***desirable***.

Sign Language Interpreter Specialist II

- One thousand eight hundred (1,800) hours of paid, volunteer, or family-related experience as an interpreter for the deaf and hard of hearing is ***desirable***.
- National Interpreter Certification (NIC), Certificate of Interpretation (CI), or Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or Level IV Certification from the National Association for the Deaf (NAD) is ***desirable***.

Senior Sign Language Interpreter Specialist

- Two thousand four hundred (2,400) hours of paid, volunteer, or family-related experience as an interpreter for the deaf and hard of hearing is ***required***.
- National Interpreter Certification (NIC), Certificate of Interpretation (CI), or Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or Level IV Certification from the National Association for the Deaf (NAD), as well as experience in coordinating interpreting services, are ***desirable***.

EXHIBIT A

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

(Note: This agreement is included in this RFP for informational purposes only and does not need to be returned with the proposal submitted. A proposal submitted in accord with the RFP conditions and instructions constitutes an offer to enter into an agreement with the District under the terms specified in this agreement.)

RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor has represented itself to be specially licensed and/or certified and/or trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

- 1. SERVICES.** The Contractor shall perform the Services set forth in Exhibit A ("Scope of Work") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.
- 2. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax and all state and local property taxes from which the District is exempt. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the College's Vice President of Administration, or designee.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **DOCUMENTATION.** As applicable, the Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be

maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.

10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above, or his or her designee, shall represent the District in the implementation of this agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

13. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with

limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- b) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

- 14. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
- 15. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

16. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
17. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor 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, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon ratification by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect

such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

- 23. NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery and, if made by mail, shall be deemed complete on the earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.
- 24. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.
- 25. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
- a) If this agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - b) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - c) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

- CONTRACTOR -

By: _____

Printed Name: _____

Title _____

- DISTRICT -

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE
LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF LOS ANGELES _____ COLLEGE

By: _____

James B. Watson
Acting Director of Business Services

BID PAGES
PAGE 1 OF 2 PAGES

Proposers (firms or agencies only) are cautioned to complete all items, to sign these bid pages, and to submit these pages with their proposal. Failure to do so may invalidate the proposal.

**CERTIFICATION OF NON-DISCRIMINATION
TO BE EXECUTED BY THE PROPOSER
(FIRMS OR AGENCIES ONLY)
AND SUBMITTED WITH ITS PROPOSAL**

The proposer 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 age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. The proposer 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.

IN WITNESS WHEREOF, the undersigned has executed this Certification of Non-

Discrimination this _____ day of _____, 2011.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

BID PAGES
PAGE 2 OF 2 PAGES

Proposers (firms or agencies only) are cautioned to complete all items, to sign these bid pages, and to submit these pages with their proposal. Failure to do so may invalidate the proposal.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY THE PROPOSER (FIRMS OR AGENCIES ONLY)
AND SUBMITTED WITH ITS PROPOSAL**

(Name) _____, being first duly sworn, disposes and
(Type or Print)

says that he or she is (Title) _____

of (Company) _____

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

IN WITNESS WHEREOF, the undersigned has executed this Noncollusion Affidavit this

_____ day of _____, 2011.

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Address _____
(Type or Print)

City _____ State _____ Zip _____