



COUNTY OF ORANGE
OFFICE OF THE DISTRICT ATTORNEY

REQUEST FOR PROPOSAL
FOR
AMERICAN SIGN LANGUAGE INTERPRETING SERVICES

RFP No.: 026-C017236-RC

REQUEST FOR PROPOSAL

County of Orange
Office of the District Attorney
Purchasing Unit, 10th Floor
401 Civic Center Drive West
Santa Ana, CA 92701
(714) 834-3600

PROPOSALS MUST BE RECEIVED ON OR
BEFORE

March 8, 2019

By
4:00 P.M. PST

**RFP Number
026-C017236-RC**

File Folder No: C017236

INSTRUCTIONS:

1. SUBMIT ONE (1) ORIGINAL AND FOUR (4) HARD COPIES OF YOUR PROPOSAL, AND FIVE (5) COPIES ON CD ROM.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
**Roger Chang at Roger.Chang@da.ocgov.com
or via BidSync @ www.BidSync.com**

DATE: February 5, 2019

REQUEST FOR PROPOSAL (RFP)**COVER PAGE**

The County of Orange, Office of the District Attorney/Procurement Office hereinafter referred to as "County" is soliciting proposals from qualified Firms, hereinafter referred to as "Offerors" or "Proposers", to provide American Sign Language Interpreting Services. Offerors must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing all core services set forth in the Scope of Work, attached hereto as "Attachment A" and incorporated herein by this reference. The awarded contract hereinafter referred to as "Contract", if any, will be a one year term, renewable for two additional one-year terms.

This RFP is set out in the following format:

SECTION I	Introduction and Instructions to Offerors
SECTION II	Proposal Response Requirements
SECTION III	Model Contract

PROPOSALS ARE DUE ON March 8, 2019; BY 4:00 PM Pacific Time.

All proposals must be submitted in sealed packaging. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Roger Chang hereinafter may also be referred to as "Deputy Purchasing Agent" or "DPA", Office of the District Attorney, Purchasing Unit, via BidSync at www.BidSync.com; RFP No: 026-C017236-RC. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP.

The District Attorney Procurement Office DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.

Company Name (as it appears on your invoice and W9)

Fed ID#

Address

Authorized Signature (Sign all copies)

Title

Date

Name of person to contact in reference to this proposal

Phone Number

Office of the District Attorney

*American Sign Language Interpreting
Services*

File No.: 026-C017236-RC

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO OFFERORS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS**A. INTRODUCTION**

The County is seeking proposal(s) from Offeror(s) who can provide American Sign Language Interpreting Services in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments and Exhibits. Please refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work to be performed. This RFP is an opportunity to allow qualified vendors to present proposals that will assist the County of Orange, Office of the District Attorney/Procurement Office in recommending contractor(s) that will best meet the needs of the County for a one-year term. Contract may be renewed for two additional one-year terms. Services will be in according to the Scope of Work stated in Attachment A. Maximum funding available is \$200,000 per year (at County's discretion) for an aggregate total maximum obligation amount of \$600,000.00 for all three potential years.

B. PROPOSED TIME SCHEDULE

Date	Action
2/5/2019	Release of RFP
2/15/2019	Written Questions from Offerors Due by 4:00 P.M. (Pacific Time)
2/15/2019 - 2/20/2019	Develop responses to questions from Offeror(s)
2/21/2019	Issue addendum to post questions and answers
2/25/2019	Online Pre-bid Conference from 10:00 A.M. to 11:00 A.M. (Pacific Time)
3/8/2019	Deadline for Proposals: Due by 4:00 P.M. (Pacific Time)
3/11/2019 – 3/14/2019	Initial review of Proposals
TBD	1 st meeting of Evaluation Panel
TBD	(Phase I) Evaluation Panel meets to discuss scoring & establish ranking
TBD	(Phase II) Offeror(s) Oral Presentations/Signing Test (as applicable) and Evaluation Panel Meeting
TBD	Negotiations and Solicitation Award Recommendation

C. INSTRUCTIONS TO OFFERORS AND PROCEDURES FOR SUBMITTAL

- Clearly identified Proposals are due on or before **March 8, 2019**, no later than 4:00 P.M. PT, and are to be delivered in a sealed package with the following information to:

RE: RFP # 026-C017236-RC for American Sign Language Interpreting Services

COUNTY OF ORANGE
OFFICE OF THE DISTRICT ATTORNEY
Purchasing Unit
401 Civic Center Drive West
Santa Ana, CA, 92701
Attn: Roger Chang

Office of the District Attorney Regular Business Hours:
Monday through Friday
8:00 A.M. to 5:00 P.M. (Pacific Time)

The County Procurement Office will be closed on the following County Holidays during the solicitation period:

February 12, 2019	Lincoln's Birthday Observance
February 18, 2019	Presidents Day and Washington Birthday Observances

Proposals must be time-stamped on the outside of the sealed package by Office of the District Attorney Department staff. It is the sole responsibility of the Offeror to ensure that delivery is made to the County prior to the Closing Date and time. Delivery receipts are available upon request.

- The County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a timely request for clarification to Deputy Purchasing Agent ("DPA") Roger Chang via BidSync (RFP No.: 026-C017236-RC). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for clarifications must be received via BidSync by **4:00 P.M. on February 15, 2019**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. There will be an online **Pre-bid Conference** for this RFP on **February 25, 2019, from 10:00 A.M to 11:00 A.M (Pacific Time)**.
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.
5. Each Offeror must provide one (1) original hard copy clearly marked as “original” on the outside cover and contain original signatures, four (4) additional hard copies of the Proposal and five (5) copies on CD-ROM.
6. All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on CD-ROM and the CD-ROM disks must include:

1. Part 2: Company Profile, Company Information, and Statement of Qualifications (Microsoft Word format)
2. Model Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
3. Scope of Work and all Attachments with any additions or deletions shown using “track changes” (Microsoft Word format)

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as “original”. In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

7. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. By submitting a Proposal, the Offeror represents that it has thoroughly examined the County’s requirements and are familiar with the services required in this RFP and that it is qualified and capable of providing the services to achieve the County’s objectives. Further, by submitting a Proposal, the Proposer waives any claim it has or may have against the County, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal, the waiver or any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of any contract.

9. Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. Statement of Compliance.
10. After the closing date and time for receipt of proposals, evaluation and if requested by County, interview/oral presentation/signing test may commence. Offerors who submit Proposals most responsive to the County's requirements may be asked to give an oral presentation/signing test of their Proposal to County staff. Selected Offerors should be prepared to make their oral presentation/signing test within five calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.
11. Selected Offeror(s) may be required to provide an on-site tour/inspection of their service facilities proposed under Offeror's Proposal.
12. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse an Offeror from full compliance with all other sections of the RFP.
13. Pre-contractual expenses are not to be included in, or as part of the Payment/Compensation amount stated in the Model Contract, Attachment B for Payment/Compensation. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Offeror in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Offeror's Proposal; and any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
14. The County reserves the right to: a) negotiate the final Contract with any Offeror(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; c) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with any Offeror; therefore, the Proposal submitted should contain the Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

Furthermore, the County makes no representations that any Contract will be awarded to any Offeror responding to this RFP.

15. Where two or more Offerors desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
16. The County does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.

D. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five business days prior to the close of the bid or proposal. Protests received after the five business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, makes the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Offeror(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below.

Proposals deemed to meet all minimum RFP requirements will be scored in Phase I based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.

Following Phase I, the highest ranking Offeror(s) will be required to provide an Oral Presentation and American Sign Language Interpretation testing at a County facility, as it relates to the requested and/or proposed services as detailed in the RFP document and Offeror's proposal. No additional information may be offered that was not detailed in Offeror's proposal.

Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:

Phase I: 100% Total (weight 75%)

1. Offeror's expertise and experience (25%);
2. Offeror's project approach (20%);
3. Offeror's proposed Fee/Rates (30%);
4. Offeror's staffing and organization (10%);
5. Offeror's references (10%);
6. Offeror's proposal organization/completeness of response and degree of compliance with County Model Contract (5%).

Phase II: 100% Total (weight 25%)

1. Oral presentations/Signing Test (100%).

F. SELECTION/AWARD PROCESS

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for approval of the contract for the services requested in this solicitation. The Board of Supervisors retains the discretion to award the contract for services described in this solicitation in the best interests of the County.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications.

Negotiations may or may not be conducted with the finalist(s); therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

G. COUNTY OF ORANGE CHILD SUPPORT REQUIREMENTS**1. ORANGE COUNTY CHILD SUPPORT**

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Offeror agrees to furnish to the Assigned DPA or, the Purchasing Agent.

- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Offeror to timely submit the data and/or certifications required may result in the Contract being awarded to another Offeror. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Offeror shall utilize the forms provided as Exhibit 2 of this RFP to satisfy this requirement)

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include three (3) tabbed sections, Part 1, Part 2 and Part 3 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications

The following is the criteria for an Offeror to be considered as an eligible candidate submitting a proposal on the requested services described in this RFP.

Offeror must meet all of the following minimum requirements:

1. Registry of Interpreters for the Deaf (RID) CI and/or CT and/or SC:L or NAD V (Master), or NIC or NIC Advanced or Master (prior to Dec. 2011). No other certifications are acceptable.
 - a. If Offeror does not have a SC:L, then minimum five (5) years experience interpreting in a legal environment with a private or public sector of similar size and complexity.
 - b. Bachelor's Degree from an accredited college is preferred, but not required.
2. Maintain active RID certified interpreter status.
3. Sufficient level of interpreting skill to be able proficiently provide interpreting services in a fast-paced environment.
4. The ability to handle a stressful environment and the ever-changing schedule of the criminal courts within the County.
5. Submit proposal in the manner as requested in Section II of this RFP.

Part 1:

(Complete this Section II, Part 1 and submit as Part 1 in first tabbed section of Proposal)

1. Cover Page

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Offeror. **If the Offeror is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signatory to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below for how long this Proposal will be valid.

Offeror hereby certifies that Offeror's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

Validity of Response (in days)

(Signature required)

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Offeror or representation made by any of its' County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County assumes the responsibility

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

(Signature required)

4. **Minimum Qualifications Statement**

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

5. **Certificate of Insurance**

Offeror hereby certifies Offeror's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article O by signing below.

(Signature required)

If Offeror takes any exceptions to Article O, Insurance Provisions, as set forth in Section III Model Contract, please see Section 8 Statement of Compliance below.

6. **Child Support Enforcement Requirements**

Offeror hereby certifies Offeror's willingness and ability to provide the required Orange County Child Support Enforcement Requirements as indicated in RFP Section I and Section III Exhibit 2.

(Signature required)

7. **Conflict of Interest**

Respondent/Bidder must certify either 1 or 2 by signing below:

- a. Respondent/Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
 - i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

(Signature required)

OR

- b. Respondent/Bidder certifies that no relationships exist/existed as outlined in item 1 above.

(Signature required)

8. **Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Offeror hereby certifies (Offeror must certify either A or B by signing below):

- A. This Offeror is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature required)

OR

- B. This Offeror is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Offeror is taking exception to;
2. The RFP page number and section of the provision Offeror is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word Format);
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

9. **Dun & Bradstreet Number**

Offeror must provide a nine digit D-U-N-S Number as part of their proposal. Offeror certifies below that the D-U-N-S Number it has provided below is accurate.

D-U-N-S Number: _____

(Signature required)

10. **Litigation**

- a. Respondent/Bidder must certify either 1 or 2 by signing below:

- i. Respondent/Bidder certifies current/past litigation as below:

2. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent/Bidder, or any company that holds a

controlling interest in Respondent/Bidder, against the County of Orange in the past seven years.

3. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven years.

(Signature required)

OR

- ii. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors do not have any past or current litigation.

(Signature required)

11. Name/Ownership Changes

- a. Respondent/Bidder must certify either 1 or 2 by signing below:
 - i. Respondent/Bidder certifies past company name changes and/or ownership changes, for respondent/Bidder's firm and any proposed subcontractor firm, as follows:
 1. Respondent/Bidder shall provide detailed information regarding any company name changes (including legal business names) in the past seven years.
 2. Respondent/Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven years.

(Signature required)

OR

- b. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors have not had any company name changes or ownership changes in the past seven years.

(Signature required)

Part 2:**Company Profile**

(Complete this form and submit as Part 2 in the second tabbed section of Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Website Address: _____ Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Years of experience providing services: _____

Is your firm a sole proprietorship? _____ Yes _____ No

If yes, Sole Proprietor's social security number: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this RFP: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of service manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Part 3:**Offeror(s) Proposal**

(Complete this section and submit as Part 3 in the third tabbed section of Proposal)

I. Proposal Description:

Please provide a brief synopsis of the Offeror(s) understanding of the County's needs and how the Offeror plans to meet these needs. This should provide a broad understanding of the Offeror's entire Proposal. It should also include a statement that the Offeror will provide all of the services included in Section III, Attachment A, "Scope of Work."

II. Company Experience/Background and Information:

1. Please provide information regarding your organization, including a short description of your services, length of time in business and company size.
2. Identify your business structure – corporation, partnership, sole proprietorship, etc. and number of years of operation under this structure.
3. For any business structure, provide history of acquisition, buyouts or mergers with other entities for the past ten years.
4. Provide Company's Org Chart – include names, titles and position of all current employees.
5. Provide a list of all hub/locations and include the following information for each location: business hours, organizational chart for each location.
6. How many years of experience does your firm have in providing American Sign Language Interpreting Services in Orange County? (Provide name and address if prior business name is not the same as Offeror).
7. How many years of experience does your firm have in providing American Sign Language Interpreting Services with the County of Orange? (Provide name and address if prior business name is not the same as Offeror).
8. Please describe your experience in providing American Sign Language Interpreting Services in a Court Room Environment.

III. References:

Offeror(s) must demonstrate successful prior performance of comparable services in the public sector arena and provide a minimum of three references from California public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five years. Each reference listed should include all of the following information:

1. Client name, title, address and telephone number that may be contacted as a reference.
2. Date and length of services provided.
3. Amount of Contract.

IV. Past Experience/Services with the County of Orange:

Please list any previous or current contracts with the County of Orange within the last five years.

1. Include Agency/Department name, address and contact person.

2. Contract Number.
3. Amount of Contract.

V. Financial Information:

1. **Financial Statements:** Offeror shall submit financial statements for the three most recent fiscal years. Financial statements shall be prepared in conformity with generally accepted accounting principles.
2. **Bankruptcy Information:** Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed for or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.
3. **Current/Past Litigation:** Offeror shall provide detailed information regarding litigation (court and case number), liens, or claims involving Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror, or any of the principal officers of the Offeror's firm in the past five years.

_____ No action pending _____ No prior action _____ Information provided

SECTION III

MODEL CONTRACT

FOR

AMERICAN SIGN LANGUAGE INTERPRETING SERVICES

SECTION III: CONTRACT**Model Contract**

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**MODEL CONTRACT
CONTRACT #: TBD
FOR AMERICAN SIGN LANGUAGE INTERPRETING SERVICES
BETWEEN
COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY
AND TBD**

This Contract for American Sign Language Interpreting Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through the County of Orange, Office of the District Attorney, hereinafter referred to as “County”, and _____, with a place of business at _____, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party”, or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference in this Contract:

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Attachment C – Proposed Fees
Attachment D – Staffing Plan
Exhibit 1 – Reference
Exhibit 2 – County of Orange Child Support Enforcement Certification

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for American Sign Language Interpreting Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for American Sign Language Services with the Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the contractor and the County. Additional or new terms contained in this contract which vary from the contractor's proposal are deemed accepted by the contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all

costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment and Delegation:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or delegated by Contractor without the express written consent of County. Any attempt by Contractor to delegate the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall

not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Professional Liability

\$1,000,000 per claims-made
\$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County

incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those

issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight:** Prior to the County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial

records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** Contractor shall provide American Sign Language Interpreting services for the County and perform all services as further set forth herein, including Attachment A, Scope of Work.
2. **Term of Contract:** This Contract shall be effective June 1, 2019, and continue in effect through and including May 31, 2020. Contract may be renewed for two additional one-year terms, unless otherwise terminated by County.
3. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
4. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein; and
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and

- c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
 7. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Under no circumstances shall County's maximum obligation exceed \$200,000 per year, unless otherwise authorized by the County of Orange Board of Supervisors.
 8. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
 9. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
 10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
 11. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.

12. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services

hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.

13. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.
14. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's project manager.

15. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract and after approval by the County of Orange Board of Supervisors.
16. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
17. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
18. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
19. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
20. **Conditions Affecting Work:** The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.
21. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the

attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County: Office of the District Attorney
 Name: Roger Chang
 Address 401 Civic Center Drive West
 Santa Ana, CA 92701
 Email: Roger.Chang@da.ocgov.com
 Phone: (714) 347-8426

22. **County Project Manager:** The County shall appoint a project manager to act as liaison between the County and the contractor during the term of this contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

23. **County Of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/departments Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address; and
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity; and
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

24. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times

remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.

25. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
26. **Default - Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
27. **Disputes – Contract:**
 - a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

28. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The organization's policy of maintaining a drug-free workplace; and
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
29. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
31. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor

to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
33. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
34. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
35. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Company Name

Attention:

Address:

For County: County of Orange
Office of the District Attorney
Attn: Assigned DPA
County Procurement Office
401 Civic Center Drive West
Santa Ana, CA 92701

36. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to

the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of the County.

37. **Parking for Pick-Up and Delivery Services:** The County of Orange will not provide free parking for pick-up/delivery services.
38. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
39. **Taxpayer ID Number:** The contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
40. **Termination – Default:** If contractor is in default of any of its obligations under this contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this contract. Upon termination of the contract with contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this contract.

The right of either party to terminate this contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

41. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
43. **Usage Reports:** The contractor shall submit usage reports upon request by the Office of the District Attorney/Purchasing Department/County of Orange. The usage report shall be in a format specified by District Attorney/Purchasing Department/County of Orange.
44. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
45. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not

be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

46. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

47. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

48. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

49. **Signature In Counterparts:** The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

MODEL CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in California and on the date following their respective signatures.

TBD*

Signature	Name	Title	Date
-----------	------	-------	------

Signature	Name	Title	Date
-----------	------	-------	------

COUNTY OF ORANGE

A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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Approved As To Form
County Counsel
County of Orange, California

By: _____
Chief Assistant County Counsel

Dated: _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide American Sign Language (ASL) interpreting services to a Deputy District Attorney (hereinafter “DDA”) working for the Office of the District Attorney. The DDA utilizes a type of contact sign language that closely follows English word order, but employs various features of ASL, such as the use of space, facial expression and character shifts. The DDA also heavily relies on speech reading and will require the Contractor to mouth exactly what is said, not what ends up being signed. Finally, the DDA voices for herself, so there will be no need to voice for her.

Contractor shall be required to interpret for the DDA during all aspects of their contract including, but not limited to:

- 1) Conferences with attorneys, colleagues, judges, and others;
- 2) Staff meetings both on and off-site;
- 3) Interviews of witnesses both on and off-site and both in and out of custody;
- 4) Telephone calls made by the DDA to witnesses, officers, liaisons, colleagues, etc.;
- 5) Trainings given both on and off-site; and
- 6) All aspects of criminal jury trials, from voir dire to closing argument;
- 7) Parole hearings conducted throughout the state of California at various prisons;
- 8) Hearings, motions and other court appearances, and,
- 9) Office-sponsored volunteer work at local schools and/or other venues.

While the DDA is currently assigned to the District Attorney’s Main Office located at 401 Civic Center Drive West, in Santa Ana, this assignment can change at any time and trials may be sent to any of the Justice Centers within the County. Furthermore, the Deputy DA may need to visit crime scenes or witnesses that may be located anywhere within the County. Accordingly, Contractor must be willing to travel to any of the branch courts, correctional facilities, police departments, and other locations within the County and State of California pertinent to the prosecution of cases.

Contractor must dress professionally at all times, as most days will be spent in a courtroom, and the Office of the District Attorney maintains a professional dress code regardless of court appearances.

Normal contract performance hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, with lunch times that may be agreed to by the County and Contractor in writing or verbally. The interpreter must be flexible as to exact lunch and break times, however, as the needs of the DDA, especially during trial, may vary. Contractor will only be paid for actual hours worked, which includes reasonable travel time to various worksites within the County of Orange and continuous Counties as determined by the needs of the County. At times, additional hours beyond normal performance hours may be necessary. Whenever possible, advance notice will be given to Contractor.

Contractor must be willing to interpret in an environment where derogatory and/or vulgar language may be used and explicit and/or graphic photographs may be shown when appropriate and relevant to the prosecution of various crimes, including gangs, assault, sex, drugs, prostitution, crimes upon children, homicide, etc.

All of Contractor’s personnel assigned to provide services under this Contract must pass the County’s background check and meet all requirements as follows:

1. County will provide Contractor’s Project Manager with a copy of the Background Packet. Within 15 business days, Contractor must prepare and submit completed packets for each

- personnel who will be providing services under this Contract. Completed packets can be submitted to the Office of the District Attorney Purchasing Unit.
2. Background packets must be submitted as an original or as otherwise determined by the County. Facsimile or photocopy packets will only be accepted as determined by the County.
 3. Background packets must be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. County will not provide the reason an individual's clearance is denied.
 4. Clearance for each personnel may be updated and renewed every twelve (12) months from the original date of clearance.
 5. No personnel can perform work under this Contract prior to passing the background check.

Contractor must possess:

1. RID CI and/or CT and/or SC:L or NAD V (Master), or NIC or NIC Advanced or Master (prior to Dec. 2011). No other certifications are acceptable.
 - a. If Contractor does not have a SC:L, then minimum five (5) years experience interpreting in a legal environment with a private or public sector of similar size and complexity.
 - b. Bachelor's Degree from an accredited college is preferred, but not required.
2. Maintain RID (Registry of Interpreters for the Deaf) certified interpreter status.
3. Sufficient level of interpreting skill to be able to keep up in a fast-paced environment; and
4. The ability to handle a stressful environment and the ever-changing schedule of the criminal courts within the County.

RID CODE OF PROFESSIONAL CONDUCT:

The Registry of Interpreters for the Deaf Inc., have set forth the following principles of ethical behavior to protect and guide interpreters, translators and the hearing and deaf consumers. Underlying these principles is the desire to ensure that all have the right to communicate.

This Code of Ethics applies to all members of the Registry of Interpreters for the Deaf and to all certified non-members.

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

ATTACHMENT B
PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for American Sign Language Interpreting Services as set forth in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in Attachment C – Proposed Fees of this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein.**

2. **Contractor's Expense:** The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
3. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. County shall endeavor to notify Contractor within 20 days of invoice receipt by County of any issue, concern or delays in invoice processing or invoice.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
5. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices

- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Office of the District Attorney
Attn: Accounts Payable
P.O. Box 808
Santa Ana, CA 92702-0808

ATTACHMENT C**PROPOSED FEES**

Bidders are required to quote prices for all items listed in this Attachment C.

Hourly rates quoted herein shall be inclusive of all costs for labor, transportation (e.g., vehicles, gas, etc.), overhead, lodging, profit, travel (i.e. food, hotels, mileage, flights, rental vehicle, etc.) and all other costs associated with providing American Sign Language Interpreting Services described herein for activities taking place in the County of Orange and those contiguous Counties.

Hourly rates for those work performed outside of the aforementioned area shall be for those hours worked only and hours may not be charged for travel, food, lodging, overhead and transportation.

Proposed Fees:

This is a fixed fee price Contract between the County and Contractor for services as specified in this Contract. The Contractor agrees to accept the specified compensation as set forth. The County shall have no obligation to pay any sum in excess of total Contract amount specified below unless authorized by an amendment. Contractor shall only be paid for the actual billable hours worked validated by a designated County Personnel.

No.	Designation:	Primary Interpreter Rates:	Supplemental Rates:
01	Monday through Friday First hour to eighth hour.	\$_____ per hour	2 hour minimum
02	Monday through Friday Additional hours beyond eight hours.	\$_____ per hour	Rounded to the nearest 15 minutes
03	Saturday – Sunday.	\$_____ per hour	\$_____ per hour beyond full day 2 hour minimum
04	Emergency/Last Minute Calls: Monday through Friday with less than 8 business hours notification.	\$_____ per hour	\$_____ per hour beyond full day 2 hour minimum
05	Emergency/Last Minute Calls: Saturday through Sunday with less than 8 business hours notification.	\$_____ per hour	\$_____ per hour beyond full day 2 hour minimum

No.	Designation:	Secondary Interpreter Rates:	Supplemental Rates:
01	Monday through Friday	\$_____ per hour	2 hour minimum

	First hour to eighth hour		
02	Monday through Friday Additional hours beyond eight hours.	\$_____ per hour	Rounded to the nearest 15 minutes
03	Emergency/Last Minute Calls: Monday through Friday with less than 8 business hours notification	\$_____ per hour	\$_____ per hour beyond full day 2 hour minimum

ATTACHMENT D**Staffing Plan**

(Complete and submit as instructed in Part 3 of Section II – Proposal Response Requirements)

1. Primary Staff/Key Personnel to perform Contract duties

Name	Classification

2. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

Assignment of additional key personnel shall be subject to County pre-approval in writing. In addition to the rights set forth in paragraph 16 regarding Contractor's Project Manager removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 14 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

EXHIBIT 1**References**

All Bidders must provide a minimum of three (3) References. The references should be from California public sector entities and clients that are comparable to the County of Orange for which these types of services have been performed within the past five (5) years.

References must include the client name, title, address and telephone number that they may be contacted as a reference; date and length of services provided; amount of contract and a brief description of the agreement/Contract work and services provided. Attach additional sheets if necessary.

1. Name of Reference: _____
 Address: _____
 Contact Name: _____ Telephone Number: _____
 Contract dollar amount: _____ Facsimile Number: _____
 Brief Description of agreement/Contract work or services provided: _____

2. Name of Reference: _____
 Address: _____
 Contact Name: _____ Telephone Number: _____
 Contract dollar amount: _____ Facsimile Number: _____
 Brief Description of agreement/Contract work or services provided: _____

3. Name of Reference: _____
 Address: _____
 Contact Name: _____ Telephone Number: _____
 Contract dollar amount: _____ Facsimile Number: _____
 Brief Description of agreement/Contract work or services provided: _____

EXHIBIT 2**County of Orange Child Support Enforcement****Certification Requirements**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

- A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

- B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

<i>County Use Only</i>	
Department Name	
DPA Name	
Email Address	
Phone Number	