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SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
SERVICES AGREEMENT

This Agreement ("**Agreement**") for services is made and effective on **January 1, 2026** the ("**Effective Date**"), between the San Joaquin Delta Community College District, a California Community College District ("**District**"), and QuickCaption, Inc., ("**Supplier**") (individually, a "**Party**," and collectively, the "**Parties**").

1. **Scope of Services**. Supplier will provide to District the services described in the *Scope of Services*, attached as **Exhibit A** and incorporated in this Agreement (the "**Services**"). Only the District's Board of Trustees or Superintendent/President or their duly authorized representative may authorize any change or addition to the Scope of Services specified in **Exhibit A**.

2. **Term.** This Agreement will begin on the Effective Date and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in **Exhibit A**, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance. The total term of this Agreement, including any extensions thereto, may not exceed five years, pursuant to District Administrative Procedure 6340.

3. **Compensation.** For the full and satisfactory completion of the Services, District will pay Supplier in reference to the terms set for in **Exhibit B**, *Payment*, which is attached to and incorporated in this Agreement. Supplier's compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in **Exhibit B**, Supplier will not be entitled to reimbursement for expenses it incurs to provide the Services.

   3.1 **Payment.** District will pay Supplier for Services satisfactorily provided during each calendar month within 30 days following District receipt and approval of a detailed invoice. The invoice must include, at a minimum:

   (a) the Agreement number,
   (b) the District Purchase Order number,
   (c) a description of the specific Services provided,
   (d) the name of the individual(s) providing the Services,
   (e) the date(s) upon which the Services were provided,

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(f) the time spent providing the Services,
(g) the amount due for the Services, and
(h) the basis for calculating the amount due.

3.2 **Additional Services.** If the District requests related services beyond the Scope of Services described in **Exhibit A**, the Supplier will provide District a written estimate for the additional services ("**Additional Services**"). Supplier will not provide Additional Services until the Agreement has been amended pursuant to Section 14.7, below, and Supplier has received written authorization from the District to perform the Additional Services. Except to the extent otherwise specified in the amendment, all Additional Services will be subject to the same terms and conditions that apply to all other Services under this Agreement. Supplier will not be entitled to payment for Additional Services performed without District's prior written authorization or for costs to correct Supplier's errors or omissions in performing Services or Additional Services.

4. **Independent Contractor**. The Parties agree that Supplier will act as an independent contractor under this Agreement and Supplier will have exclusive control of its work and the manner in which the Services are performed, and will not be subject to control or direction by District other than acceptance of Work Product, as defined below, or enforcement of the terms of this Agreement. Supplier is not an employee of District and neither Supplier nor its employees or subcontractors are entitled to participate in any health, retirement, or similar employee benefits from the District. The Parties further agree that the Services provided by Supplier are outside the usual course of the District's business, and Supplier represents that it is customarily engaged in an independently established trade, occupation or business of the same nature as the Services.

5. **Supplier's Warranties and Certifications.**

5.1 Supplier warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Supplier's profession in Northern California.

5.2 Supplier warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations.

5.3 Supplier warrants that Supplier has no present interest, which would conflict in any manner with the performance of Services on the District's behalf or operate in violation of any conflict of interest laws, rules, or regulations.

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5.4 Supplier certifies that no employee or agent who has a conviction record for a serious or violent felony will be assigned to perform Services under this Agreement that permit or require him or her to come in contact with students unless District has first received prior notice from Supplier and has granted written permission subject to specified conditions.

6. **Notice.** Any billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file to the accounts payable department. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

Contracts and Performance Notices	
District:	**Supplier:**
San Joaquin Delta Community College District	Name: Quick Caption, Inc.
5151 Pacific Avenue Stockton, CA 95207	Address: 3547 Arlington Avenue Ste.104, Riverside, CA 92506
Attn: Procurement and Contracts Email: purchasing@deltacollege.edu	Attn: Antha A. Ward Email: award@quickcaption.com Phone: (951) 779-0787

Invoice and Payment Notices	
District:	**Supplier:**
San Joaquin Delta Community College District	Name: Quick Caption, Inc.
5151 Pacific Avenue Stockton, CA 95207	Address: 3547 Arlington Avenue Ste.104, Riverside, CA 92506
Attn: Accounts Payable Email: accountspayable@deltacollege.edu	Attn: Antha A. Ward Email: award@quickcaption.com Phone: (951) 779-0787

7. **Indemnity.** Subsection 7.1 is not applicable to this Agreement if Supplier's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Supplier's Services are "design professional" services as that term used and defined in Civil Code section 2782.8.

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7.1 **General.** To the full extent permitted by law, Supplier will indemnify, defend with counsel acceptable to District, and hold harmless District, its governing body, officials, officers, agents, employees, and volunteers (collectively, "**District Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Supplier's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the District Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement.

7.2 **Design Professional.** To the full extent permitted by law, but subject to applicable limitations, including the limitations of Civil Code sections 2782 and 2782.8, Supplier will indemnify, defend, and hold harmless District, its governing body, officials, officers, agents, employees, and volunteers (collectively, **District Indemnitees**") from and against any and all liability, loss, damage, claims, settlements, expenses and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Supplier in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of any of the District Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement.

8. **Insurance.** Before providing any Services under this Agreement, Supplier is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to District, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to District. The required insurance must cover the activities of Supplier and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "IX" or better. If Supplier fails to

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provide any of the required coverage, District may, at its sole discretion, purchase such coverage at Supplier's expense and deduct the cost from payments due to Supplier.

8.1 **Minimum Coverage Requirements**. The following insurance policies and limits are required for this Agreement. District, reserves the right to require additional insurance based on the work or service being performed:

(a) **Commercial General Liability Insurance ("CGL").** CGL insurance issued on an occurrence basis, including coverage of liability arising from Supplier's acts or omissions in the performance of Services under this Agreement, with limits of at least $1,000,000 per occurrence, and $2,000,000 aggregate.

(b) **Automotive.** Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least $1,000,000 combined single limit per accident for bodily injury, death, or property damage.

(c) **Workers' Compensation Insurance and Employer's Liability.** The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least $1,000,000. If Supplier is self-insured, Supplier must provide its duly authorized Certificate of Permission to Self-Insure.

8.2 **Subrogation Waiver.** Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against District or the District's insurers.

8.3 **Endorsements.** The CGL policy and the automotive liability policy must include the following endorsements:

(a) The District, including its governing body, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

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(c) The insurance provided is primary and no insurance held or owned by District will be called upon to contribute to a loss.

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of District before the District's own insurance or self-insurance will be called upon to protect it as a named insured.

9. **Dispute Resolution.** In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 **Mediation.** Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 business days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel. Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

9.2 **Claim Presentment.** Nothing in this Agreement will be construed as a waiver of any of the claim presentment requirements set forth in Government Code section 900 et seq.

10. **Early Termination.**

10.1 **Termination for Convenience.** District may terminate this Agreement for convenience by giving ten calendar days written notice to Supplier. In the event District elects to terminate the Agreement without cause, it will pay Supplier for Services satisfactorily provided up to the effective date of termination, provided all Work Product (as defined below), whether complete or incomplete, has been submitted to District in the time and manner specified in the notice of termination.

10.2 **Termination for Cause.** If Supplier breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the District may terminate this Agreement by giving written notice ten calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Supplier will be entitled to payment for all Services

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satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Supplier's breach of the Agreement, including any failure to submit all Work Product (as defined below), whether complete or incomplete, to District in the time and manner specified in the notice of termination.

11. **Work Product and Copyrights.** District will be the sole owner of all rights to any work product in any form which has been prepared by Supplier on District's behalf pursuant to this Agreement ("**Work Product**"), including copyright interests, unless otherwise specified in writing by the Parties. Supplier must not disclose any Work Product to any third party without the written permission of District. If the Supplier uses copyrighted material in the performance of the Services, the Supplier must secure the necessary permission and/or pay any royalties or fees required to use such copyrighted material.

12. **Records.** Unless otherwise specified in **Exhibit A**, Supplier will maintain records related to this Agreement, including records of the Services performed, on a daily basis if necessary, for a period of four years from expiration or termination of this Agreement, unless the records relate to hazardous materials, in which case the records must be maintained for at least 30 years. Supplier's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Supplier will permit District to inspect, examine, and audit Supplier's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time, and will furnish to the District any other evidence or information requested by District. The State of California or any federal agency with an interest in this Agreement has the same rights conferred to the District by this Section.

13. **Confidentiality.** Unless disclosure is required by applicable law or valid court order, Supplier will maintain the confidentiality of all non-public information made known to or discovered by Supplier in connection with this Agreement and will not disclose or otherwise disseminate any information conveyed by or through the District to Supplier relating to this Agreement. Supplier will immediately notify District in writing if it is requested to disclose any such information.

    13.1 **FERPA Compliance.** Supplier acknowledges that Client is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations. Supplier agrees to comply with all applicable FERPA requirements and shall not use or disclose any education records or personally identifiable information from such records except as authorized by the Agreement or as directed by the Client. Supplier shall ensure that its employees, agents, and subcontractors are

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aware of and comply with these obligations. Supplier shall immediately notify Client of any unauthorized access, use, or disclosure of education records.

14. **Performance Oversight and Reporting.**

14.1 **Reporting Requirements.** Upon request by the District, Supplier agrees to furnish reports related to the Services provided under this Agreement. Such reports shall be provided in the format specified by the District and within the timeframe requested. The District may request reports on an as-needed basis, and Supplier shall comply with all such requests in good faith.

14.2 **Performance Review and Accountability.** The District reserves the right to review Supplier's performance under this Agreement at any time. Supplier agrees to cooperate fully with any performance review conducted by the District and to promptly address any deficiencies identified. The District may hold Supplier accountable for failure to meet performance standards, including but not limited to corrective actions, withholding of payments, or termination of the Agreement, as permitted by law.

15. **General Provisions.**

15.1 **Assignment and Successors.** Supplier may not assign its rights or obligations under this Agreement, in part or in whole, without District's written consent. This Agreement is binding on Supplier's and District's lawful heirs, successors, and permitted assigns. Notwithstanding the foregoing, Supplier may use a qualified subcontractor, acceptable to the District, to perform a portion of the Services, subject to prior written approval by District and provided that the subcontractor is bound by the terms of this Agreement.

15.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

15.3 **Nondiscrimination.** Supplier will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, disability, veteran status, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

15.4 **Choice of Law and Venue.** This Agreement will be governed by California law, and venue will be in the Superior Court of San Joaquin County, and no other place. Supplier hereby waives any right pursuant to Code of Civil Procedure section 394 to

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transfer any action in law or in equity arising from or relating to this Agreement to any venue outside of San Joaquin County.

15.5 **Integration.** This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the District and the Supplier.

15.6 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

15.7 **Amendment.** No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

15.8 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

15.9 **Precedence.** If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

15.10 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

15.11 **Force Majeure.** If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of natural disasters, strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will

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be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

15.12 **Headings.** The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

15.13 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

15.14 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Supplier is a corporation, signatures from two officers of the corporation are required as further specified in California Corporation Code section 313.

15.15 **Supplier Registration Form.** Before providing any Services under this Agreement, the Supplier must submit a completed Supplier Registration Form, which is available on the District's website at: https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/become-supplier.

This section has been left blank intentionally with signature page to follow

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The Parties agree to this Agreement as witnessed by the signatures below:

SUPPLIER: QuickCaption, Inc

Business Name

Signature: DocuSigned by: Antha A. Ward FB33C68C089B4DB...

Antha A. Ward President

Name, Title

Date: 1/15/2026 | 3:39 PM PST

Second signature required if a Corporation

Signature: _____

_____

Name, Title

Date: _____

DISTRICT:

Signature: DocuSigned by: BD4B2F644D5142F...

Dr. Lisa Aguilera-Lawrenson Superintendent/President

Name, Title

Date: 1/22/2026 | 11:43 AM PST

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment
Exhibit C: San Joaquin Valley Community Cooperative

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EXHIBIT A
Scope of Services

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

Service Locations

- SJDC Stockton Campus
- South Campus at Mountain House
- Manteca Center
- Lodi, California
- Further location may be designated based on needs of the District
- Remote platforms (e.g., Zoom, WebEx)

Service Requirements

- Provide ASL interpreting and CART captioning services on an as-needed basis
- throughout the year, including last-minute requests.
- Ensure flexibility to accommodate class cancellations, early endings, or student
- absences.
- Assign consistent interpreters/captioners to the same student/class when possible.
- Report any irregularities (e.g., student absences, class cancellations) to the service requestor.
- Service Guarantee; Upon request by the District, the supplier shall have the option to either accept or decline the service request within twenty-four (24) hours of notification. If the supplier does not respond within the specified timeframe, the District reserves the right to proceed with the next approved supplier on the list.

Qualification Requirements

For ASL Interpreters

- Post-secondary educational ASL interpreting experience; AA/AS Degree or higher preferred.
- RID Certified or Qualified.
- Two-hour minimum per assignment.

For CART Captioners

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

Estimated Service Hours (Historical)

- 2022: ~65 hrs/week interpreting; ~8 hrs/week CART
- 2023: ~40 hrs/week interpreting; ~10 hrs/week CART
- 2024: ~30 hrs/week interpreting; ~5 hrs/week CART

Note: These figures include teamed interpreting hours.

Service availability

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

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Setup and connection

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

Scheduling

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

1. District contacts will issue service requests at least twenty-four (24) to seventy-two (72) hours prior to the scheduled service time. The District will make every effort to identify service needs early and submit requests at the beginning of each academic semester whenever possible.
2. Suppliers must reply via email within 24 hours to confirm their ability to provide the service.

Rerouting flexibility

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

Communication with providers

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

Continuity of service

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

Reporting irregularities

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

Transcript provision

- Transcript Submission: The captioner will, upon request, provide the real-time transcript from the class directly to transcript requestor via email no later than 5:00 pm the next day.
- Please use standardized subject line: For example, Math2A Aug25
- Transcript Format: The transcript will be submitted via email to District requestor in PDF format.
- Cost Inclusion: Hourly rates must include the cost of the transcripts
    - Include cost of transcripts as a separate line item.

Provider professionalism

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

Staffing Levels

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

Subcontracting limitations

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

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Price Protection Policy

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

Cancellation Fees

Supplier Cancellations

- If the supplier cancels a scheduled service with less than two (2) business days' notice, the District shall receive a full credit for the scheduled service time, applicable to future bookings.
- If the supplier cancels with two (2) or more business days' notice, no fee shall be assessed.

District Cancellations

- If the District cancels a scheduled service with less than two (2) business days' notice, the supplier may invoice for the full scheduled service time.
- If the District cancels with two (2) or more business days' notice, no fee shall be assessed.

Cancellation Process

All cancellations must be submitted via email to both the original service requestor and the designated supplier contact. The supplier contact information will be provided upon contract award.

Parking

The District may require ASL and CART services at various locations, depending on individual student needs. Some locations may require a parking permit and fees may vary based on location.

All suppliers are responsible for ensuring that scheduled interpreters have the appropriate parking permits for each assignment.

For District properties: Daily parking permits are available for $2.00 per day and can be purchased online at www.mycampuspermit.com/delta-college.html or at any parking permit machine located throughout campus.

Non-Compete

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

Travel Fees

- The District will cover applicable travel fees as outlined in Exhibit B.
- For service visits involving multiple locations, mileage reimbursement will be limited to travel from the interpreter's residence to the first service site, between service sites, and from the final site back to the interpreter's residence.
- If travel fees apply and are not included in the hourly rate, suppliers must clearly itemize these charges in Exhibit B. Travel fees are optional, and each supplier shall indicate whether they intend to charge the District additional costs for travel.

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Invoices

All invoices must itemize charges based on the separate line items submitted in the supplier's approved price proposal. Each invoice should clearly reflect the service date, type of service provided, duration, location, and any applicable fees (e.g., travel, parking), consistent with the pricing structure outlined in Exhibit B.

Term of Agreement: January 1, 2026 - December 31, 2030

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EXHIBIT B
Payment:

The total cost of this Agreement shall not exceed the amount approved by the San Joaquin Delta College (SJDC) Board of Trustees for all Sign Language Interpreting (ASL) and In-Person Real-Time Captioning (CART agreements under RFP No. 2026-RFP-002. All services rendered shall be invoiced in accordance with the fee schedule set forth in Exhibit B. Each invoice submitted by the Supplier shall itemize charges in accordance with the categories and descriptions outlined in Exhibit B, with each fee presented as a separate line item.

Video Remote Real-Time CART Captioning Services Rate Schedule

Line Item	Description	Unit of Measure	Unit Cost
11	Regular Rate (8am - 6pm)	Per 15 Minutes	[redacted]
12	Regular Rate (8am - 6pm)	Per Hour	[redacted]
13	Evening Rate (6pm+)	Per 15 Minutes	[redacted]
14	Evening Rate (6pm+)	Per Hour	[redacted]
15	Weekend Rate (Sat/Sun 8am - 6pm)	Per 15 Minutes	[redacted]
16	Weekend Rate (Sat/Sun 8am - 6pm)	Per Hour	[redacted]
17	Weekend Rate (Sat/Sun 6pm+)	Per 15 Minutes	[redacted]
18	Weekend Rate (Sat/Sun 6pm+)	Per Hour	[redacted]
19	Emergency/Last Minute Request (less than 24hrs)	Per 15 Minutes	[redacted]
20	Emergency/Last Minute Request (less than 24hrs)	Per Hour	[redacted]

In-Person Real-Time CART Captioning Services Rate Schedule

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

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Transcripts

Line Item	Description	Unit of Measure	Unit Cost
41	Transcripts	Each	[redacted]

Escalation Rates

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

Travel

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

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EXHIBIT C

SAN JOAQUIN VALLEY COMMUNITY COOPERATIVE CONTRACT REQUIREMENTS

San Joaquin Valley Community Cooperative

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

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

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

Administrative Operating Services Provider to SJVCC

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

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Cooperative Procurement with Other Jurisdictions

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

Participating Agency (PA) Contracting Authority Explained:

1. **Cooperative Purchasing**
   This Agreement is being conducted by LPA Delta CC District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.
2. **How Other Entities Can Use This Agreement**
   If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this Agreement, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SJVCC facilitate the Agreement's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the Agreement.
3. **Agency-Specific Terms and Conditions**
   Each PA may negotiate mutually agreed upon terms that respect the conditions of this Agreement and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the Agreement to meet their individual agency requirements and policies. A PA may also create their own entirely new Agreement that references this procurement.
4. **Supplier Administrative Fees**
   All fees associated with servicing the awarded Agreement(s) are clearly and solely outlined in this Agreement and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

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5. **Local Customization Options**
   Certain Agreement or Agreement terms that apply specifically to Delta CC District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.
6. **Direct Transactions with Each Agency**
   All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.
7. **Procurement Compliance**
   Each PA has full discretion and responsibility for any purchases made under this Agreement and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. Delta CC District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Agreement. Any PA participating in or purchasing from the Agreement is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

Servicing Requirements

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

Additional Geographic Reach

SJVCC's goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. Please indicate below the extent to which the Supplier agrees to provide the Products to additional Participating Agencies through the BESPOKE Community Cooperatives Administrative Services Program. (Responses will not affect your ability to win this business.)

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If awarded, supplier agrees to service PAs located in the following geographic areas:

Up to 50 miles outside of the SJVCC area?

Yes __X__ No _____

Greater than 50 miles outside of the SJVCC area?

Yes __X__ No _____

Distance (miles) (specific counties/areas/states serviced) Throughout California.

Nationwide?

Yes __X__ No _____

Administrative Fees

The Supplier acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to Supplier following the award of the Master Agreement.

INITIAL HERE: DS

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

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

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Monthly Sales Reporting Requirement

Supplier is required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must

include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in Agreement termination or penalties by the SJVCC. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Agreement Launch and Performance Oversight

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

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

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

INITIAL HERE: DS