



**MT. DIABLO**  
UNIFIED SCHOOL DISTRICT

**PURCHASING & WAREHOUSE DEPARTMENT**  
**2326 Bisso Lane, Concord, California 94520**

**REQUEST FOR  
PROPOSAL  
#1941**

**2024 TRANSLATION  
SERVICES**

**DATE DUE: April 22, 2024 11:00 a.m.**

**NOTICE OF REQUEST FOR PROPOSALS  
RFP #1941: 2024 TRANSLATION SERVICES FOR  
MT. DIABLO UNIFIED SCHOOL DISTRICT**

The Mt. Diablo Unified School District (“**District**”) is requesting submission of Request for Proposals (“**RFP**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) **for 2024 Translation Services for Mt. Diablo Unified School District. RFP #1941 applicant(s) may be selected as a pool for this RFP.**

RFP documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website at: [www.mdusd.org](http://www.mdusd.org); go to Departments, Business Services, Purchasing & Warehouse, Bidding & Auction Information Tab. The IP address is as follows: <https://mdusdorg.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFP#1941, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520.** Facsimile (Fax) and digital copies of proposals will NOT be accepted.

This request is a formal request for RFPs, but is not an offer by the District to contract with any firm responding to this **RFP**. The District expects to select one or more firms that best meets the District’s need to supply the **translation services for Mt. Diablo USD.**

**Sealed Proposals must be received by 11:00 am, Monday, April 22, 2024.** Submittals received after this date and time will not be accepted by the District. There will be no public RFP response opening on this RFP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible and qualified.

Dr. Adam Clark  
Board Clerk

Publication: Contra Costa Times  
Advertising Dates: 4/2/24 and 4/8/24

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**SECTION 1  
GENERAL INVITATION**

Purpose

Mt. Diablo Unified School District (hereafter, the District), is accepting proposals from qualified individuals, firms, partnerships, and corporations having specific experience in the area(s) identified in this Request for Proposal.

Objective

The objective is to enter into contracts with the selected vendors to Provide Translator Support Services as identified by the Director of Student Services.

Method of Source Selection

Any questions regarding this bid should be submitted in writing either by email or fax on company letterhead to **Elizabeth McClanahan, Director of Purchasing and Warehouse, Mt. Diablo Unified School District, 2326 Bisso Lane, Concord, CA 94520-4802**; Phone: (925) 825-7440 ext. 3740; Fax (925) 687-5044; or e-mail: [mcclanahane@mdusd.org](mailto:mcclanahane@mdusd.org), no later than **3:00 p.m. on April 15, 2024**. All questions will be answered and copies of both the questions and answers will be posted to the District's designated web site for this Request for Proposal. An addendum to this bid may be issued if additional clarifications or information as necessary.

Failure of any bidder to receive or examine any form, instrument, addendum or other bid document shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any bid offered.

**Projected Time Table –**

Issue Request for Proposal	April 2, 2024
Advertise Request for Proposal	April 2, and April 8, 2024
Questions in Writing Cut-off	April 15, 2024 3:00 p.m.
Proposals Due	April 22, 2024 11:00 a.m.
Evaluation of Proposals, Possible Interviews	April 23-25, 2024
Recommendation for Contract Award, to Board -	May 8, 2024
Notice to Proceed	July 1, 2024

The District must obtain approval from Mt. Diablo Unified Board School District Board of Trustees to enter into a contract or agreement with the vendor for this project. The anticipated contract award date is May 9, 2024.

### Representations

No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents.

Vendors must rely solely on its own independent assessment as the basis for the submission of any offer made.

### Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Contra Costa County, California.

### Incurring Costs

Mt. Diablo Unified School District is not liable for any cost incurred by vendors in responding to this Request for Proposals.

## SECTION 2 OVERVIEW AND SCOPE OF WORK

### **Introduction**

Mt. Diablo Unified School District (hereafter the District) seeks qualified Contractors who will work with the Director of Student Services in meeting the language translation needs of the district.

### **I. General Overview / Background**

#### **District Profile**

**Mt. Diablo Unified School District (MDUSD)**, a K-12 district located in Contra Costa County, California; is honored to serve more than 31,000 students at one of more than 56 school sites. The district spans 150 square miles and serves 9 municipalities including the cities of Concord, Pleasant Hill, Clayton, portions of Walnut Creek and Martinez, and the unincorporated areas of Lafayette, Clyde, Pacheco, Pittsburg, and Bay Point. As part of a richly diverse community, MDUSD families represent numerous ethnic communities, speaking nearly 50 different languages and dialects.

Student Diversity: Hispanic 42.3%, White 30.9%, Asian 7.4%, Filipino 4.6%, African American 3.7%, Pacific Islander .7%, American Indian/Alaskan Native .2%, two or more races 6.5%, and unreported 3.8%.

- 1,768 certificated teachers, librarians, psychologists, nurses, speech pathologists, and numerous Special Education positions both in the classroom and at the central office.
- 1,553 classified employees, including instructional assistants, clerical workers, custodians, bus drivers and mechanics, facility maintenance and operations, food service employees, and central office staff.
- 203 management personnel.

#### **District Schools:**

High Schools - 5  
Continuation High Schools - 1  
Necessary Small High Schools - 2  
Independent Study School - 1  
Middle Schools - 9  
Elementary Schools - 28  
Special Education Schools - 4  
Adult Education Centers – 2

Learn more about us at [MDUSD.ORG](http://MDUSD.ORG).

## **Background**

The MDUSD has had an increase in need for oral and written translations to meet the changing language needs of the students and their parents/guardians. Per *Assembly Bill 680*, there is a requirement to write notices and other communications in a language other than English in certain circumstances. Specifically, *Education Code, Section 48985* provides:

*If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language*

In MDUSD, there are **35** out of 48 schools that meet the 15 percent or more of the student body threshold and for which translations of parental notifications are required. There is a need for Translator Support Services in all departments, specifically in the departments of Special Education and Student Services

**Term of the Contract:** One year, July 1, 2024-June 30, 2025, with two one-year options to renew, 2025-26 and 2026-27.

## **II. Scope of Work:**

The District is currently seeking to procure contractors who shall provide professional translation support services, in both a daily and technical manner. The services encompass parent conferences, parent meetings, and translations of documents, i.e. school newsletters, flyers, etc. plus documents specific to Special Education.

### **Requirements:**

The Contractor shall provide the following services without solicitation:

**Task 1** – Coordinate Translation Schedule with Director of Student Services, Director of Special Education or designee.

**Task 2**- Provide translators in a variety of languages during parent conference weeks per an agreed upon fee schedule.

**Task 3**- Provide translators in a variety of languages during SST's, IEP's and other related meetings in Special Education and Student Services per an agreed upon fee schedule

**Task 4**- Provide written translations in a variety of languages in documents related to school functions e.g. school newsletters, SST's, IEP's, Wrap-Around Services, other meetings, manuals, brochures, etc. per an agreed upon fee schedule.

### III. Implementation Schedule

Item	Description	Time	Action By	Outcomes
1.	Hourly pay	Between the school hours of 7:30-5:00	Consultant	<input type="checkbox"/> Facilitate communication between school district and stakeholder.
2.	Extra charges will be paid in increments of 15 minutes	15 minute	Consultant	<input type="checkbox"/> To build flexibility in translation services to be provided
3.	Pre-Agreement for length of services to be provided.	Per agreement	Consultant	<input type="checkbox"/> Minimum number of contract hours to be agreed upon.
4.	Travel Time & mileage	Per agreement	Consultant	<input type="checkbox"/> <b>Travel Time and mileage charges to be paid by the consultant</b>



## **SECTION 3 PROPOSAL FORMAT AND CONTENT**

### Economy of Preparation

The submission of proposals should be prepared simply and economically, providing a straightforward and concise explanation of capabilities that will satisfy the requirements of the Request for Proposals (RFP). Technical literature, including samples of similar work performed and other elements of service providers' support, may be included in an optional volume of the RFP. Emphasis in the submission the RFP should be placed on completeness and clarity of content. Submission of the RFP should be prepared on standard 8-1/2 x 11 paper and with tabs separating the major sections.

### Cover Letter

- Identify core team.
- Provide name of contact person, phone number, facsimile number, and email.
- Summarize consultants' history and projects most relevant to the DISTRICT project.

### Table of Contents

Sections and page numbers for requested information.

### Executive Summary

Responses shall demonstrate how they summarize the consultant's overview of the project and indicate the projects complexity and the consultant's ability to resolve inherent project problems.

### General Information About Consultant

Provide general information as called for in the section entitled Instructions to Consultants.

### References

Submit information regarding three (3) comparable Translation Services that the vendor has completed within the last four (4) years. Provide the owners name, address, telephone number, and contact person for each reference.

### Other Information

Consultants are invited to submit other information believed to be relevant to the selection process.

## Addendum to the RFP

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided in writing to all consultants on the District website at: [www.mdusd.org](http://www.mdusd.org) , then go to Departments, Purchasing/Warehouse, Non-Construction Bids. The IP address is as follows:

<https://www.mdusd.org/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>

**It is the Consultants/Vendors SOLE RESPONSIBILITY to check our website for any addendums to this RFP.**

## Proposal Requirements

The vendor shall submit a Technical Proposal and Price Proposal. The Technical Proposal shall consist of the company's experience, past performance, management and organization of the company, and proposed personnel.

The vendor will submit a Price Proposal for proposed services on Attachment A. The price proposal shall consist of all costs associated with this Scope of Work.

All work proposed to be completed by the contractor must be clearly outlined. If any of the above referenced qualifications are being wholly or partially fulfilled by a stated subcontractor(s) then that must be noted in the bid response.

List the name of any subcontractor(s) or equipment supplier and the location of the place of business of each subcontractor who will perform labor or render service used by the vendor shall be clearly noted in the bid document.

The District will coordinate all work assignments through the Primary Contractor. The District will make all payments through the Primary Contractor. It will be the Primary Contractor's responsibility to schedule the work and payments for all subcontractors involved with this RFP. The Primary Contractor will also be held accountable for the work and/or actions of all subcontractors.

## **SECTION 4 EVALUATION PROCESS**

### Evaluation of Proposals

Selection of the successful proposal shall be generally based on the information provided by the Contractor in response to the Request for Proposals and any subsequent interviews that will be conducted. *Contractor interviews will be held solely at the option and discretion of Mt. Diablo Unified School District. Interviews will be scheduled by the District and vendors will be required to attend at those times.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of qualified firms
- Interview "short-listed" firms (at the option and discretion of Mt. Diablo Unified School District)
- Identify the best qualified firms
- Award contracts

A RFP Selection Committee will be formed to evaluate the proposals and to make recommendation to Mt. Diablo Unified School District Governing Board. Composition and creation of this committee, should one be formed, is at the sole discretion of Mt. Diablo Unified School District. Names of the Committee members, should one be formed, will not be released prior to the time for interviews. There may also be demonstrations scheduled for viewing and rating by a review team consisting of representatives from across the District.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the committee and/or present a product demonstration as a part of the committee's evaluation process. Mt. Diablo Unified School District does not guarantee that an interview or an opportunity to demonstrate product will take place. Mt. Diablo Unified School District reserves the right to select a contractor based solely on the information provided in the proposals received in response to the RFP.

### EVALUATION CRITERIA

The following criteria form the basis upon which a recommendation of proposals will be made:

- Experience and Qualification of Firm (25 points)
- Experience and Qualification of Proposed Personnel (20 points)
- Work Plan/ Project Approach (20 points)
- Price (35 points)

The evaluation committee will use these criteria to score the proposals.

### Consultant Agreement

Prior to the award of contract, Mt. Diablo Unified School District must be assured that the bidder selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract.

If, during the evaluation process, Mt. Diablo Unified School District is unable to assure itself of the bidder's ability to perform under the contract, if awarded, Mt. Diablo Unified School District has the option of requesting from the bidder, any information that Mt. Diablo Unified School District deems necessary to determine the bidder's capabilities. If such information is required, the bidder will be notified and will be permitted seven (7) working days to submit the requested information.

**SECTION 5  
WORK PLAN/PROJECT APPROACH**

The Proposer’s Work Plan/ Project Approach shall cover, at a minimum, the following areas:

1. Does the proposed plan demonstrate Proposer’s understanding of the project? Is the plan’s overall organizational approach well-conceived, and does it most effectively meet the objectives and requirements of the project. Does the proposed plan thoroughly address all elements of the Scope of Work (SOW) and does it describe in specific detail how the SOW will be performed? Does the proposed plan demonstrate proposer’s capability to complete the project within the timeline?
  
2. Does the work plan describe the program management techniques that will be used? Does the plan reflect effective use of proposed personnel?
  
3. Does the work plan describe the internal control techniques/procedures that will be implemented? Does said technique/procedure sufficiently and effectively ensure adherence to the SOW?

**Timeline:**

<b>Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Action By</b>	<b>Outcomes</b>
<b>1.</b>	Hourly Pay	In Proposal	Consultant	<input type="checkbox"/> Prepare a charge sheet for the hourly pay for the translation services to be provided
<b>2.</b>	<b>Minimum Charges and Extra Charges</b>	In Proposal	Consultant	<input type="checkbox"/> Through the charge sheet provided by the Consultant, extra charges shall be paid in increments of 15 minutes.
<b>3.</b>	Pre-Agreement	In Proposal	Consultant	<input type="checkbox"/> There will be a pre-agreement for the length of services to be provided with the minimum number of contract hours defined prior to services being rendered.
<b>4.</b>	Travel Time and Mileage	In Proposal	Consultant	<input type="checkbox"/> <b>The travel time and mileage charges will be paid by the consultant for any employees providing services</b>

## **SECTION 6 INSTRUCTIONS TO CONSULTANTS**

### ACCEPTANCE PERIOD

Proposals are firm for a period of ninety (90) days unless otherwise specified. Any offer received shall be considered an offer that may be accepted or rejected, in whole or in part, by Mt. Diablo Unified School District based on initial submission without discussions or negotiations.

### ADDENDA ACKNOWLEDGMENT

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

### AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the Consultants to a contract for the execution of the work. Upon request of Mt. Diablo Unified School District, any agent submitting a proposal on behalf of a Consultant shall provide a current power of attorney certifying the agent's authority to bind the Consultants.

### AWARD OF PROPOSAL

Award will be made to the Consultants offering the most advantageous proposal after consideration of the Evaluation Criteria set forth in the Scope of Work and Proposal Content and Format. Mt. Diablo Unified School District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. Mt. Diablo Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of Mt. Diablo Unified School District after all factors have been evaluated.

### EVALUATION CRITERIA

Evaluation Criteria will be used as stated in Section 4. The evaluation committee may also contact and evaluate the Consultant's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest price, but shall make an award in the best interests of the District.

Discussions may, at the District's option, be conducted with responsible Consultant firms who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Consultants shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals.

Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Consultants.

A Notification of Intent to Award may be sent to any Consultant selected. Award is contingent upon the approval and successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring Independent Consultant firm or withdraw the RFP.

#### AWARD SELECTION PROCESS

Selection of qualified Consultants for an oral interview will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with school districts and references.

Interviews will be held with the most qualified respondents. The proposal and contract will be submitted to Mt. Diablo Unified School District Board of Education for approval. The Consultant selected will enter into a contract with the District.

#### CANCELLATION OF SOLICITATION

Mt. Diablo Unified School District may cancel this solicitation at any time.

#### COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

#### CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Consultant to thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, plans, and addenda (if any), hereinafter referred to as Contract Documents. Consultant shall satisfy him/herself as to the character, quantity, and quality of work to be performed, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure of the Consultant to examine the Contract Documents shall in no way relieve him/her from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which Mt. Diablo Unified District may rely that the Consultant has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Consultant to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

## COST OF SERVICES

The Consultant must state the firms fixed hourly rates for all categories for Consultants' employees by titles, i.e., partner, manager, staff, etc. who will be providing the services described within the RFP. The firms fixed hourly rates must include all out-of-pocket and travel expenses and must be in accordance with *School Board Policy Section 3350* (see Attachment J).

## DEFINITION OF TERMS

For the purposes of this Request for Proposal (RFP), the following definitions will be used:

- a. **Contractor.** Same as Successful Consultant or Consultant firm.
- b. **Evaluation Committee.** A committee established by the District to review, evaluate, and score the proposals, and to recommend the award to the Independent Consultant firm that submitted the proposal that was determined to be in the best interest of Mt. Diablo Unified School District.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Should.** Indicates a mandatory contractual agreement requirement.
- e. **Consultant.** The person or Consultant firm making the offer.
- f. **Proposal.** The offer presented by the Independent Consultant firm.
- g. **RFP.** Acronym for Request for Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory.
- i. **Submittal Deadline.** The date and time when all proposals must be submitted.

## DISQUALIFICATION OF CONSULTANT

If there is reason to believe that collusion exists among the Consultants, Mt. Diablo Unified School District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable ground for believing that any Consultant is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, Mt. Diablo Unified School District may refuse to consider Proposals from participants in such collusion.

## EXECUTION OF CONTRACT

Time is of the essence of this contract. The Successful Consultant shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Consultant after Mt. Diablo Unified School District executes the contract. In case of failure of the Consultant to execute and return the contract and all required documents within the time allowed, Mt. Diablo Unified School District may consider that the Consultant has abandoned the contract. After the contract has been executed, including the



insurance documents, a Notice to Proceed will be issued. Consultant agrees to commence work within ten (10) working days after the date of the Notice to Proceed.

### EXPERIENCE AND COMPETENCY

The Successful Consultant shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Consultant shall meet the minimum qualification requirements listed below at the time of the RFP submittal:

1. Proposer and Proposer's key personnel shall have a minimum of **five (5) years'** experience working with LEAs, County Offices of Education, or State Departments of Education in Translation Services.

### **Qualifications and Experience of Firm**

The Proposer's experience and qualifications of firm shall be itemized in a Qualification Statement that answers, at a minimum, the following questions:

1. Does the Firm have the ability to accommodate and manage multiple projects?
2. Does the firm have the appropriate technical skills, experience and resources to undertake a project of this size and complexity? How are the firm's financial resources to support the projects during the entire term of this contract?
3. Do the firm's references attest to the quality of the Firm's past work and to the successful performance of similar work in other organizations of comparable size and type?

### **Qualifications and Experience of Proposed Personnel**

The Proposer's experience and qualifications of the firm's proposed personnel shall be supported by current résumés providing the following information:

1. Does the firm's proposed staff for the District have the appropriate skills and related experience?
2. Does the proposed personnel possess the technical skills, experience and knowledge to perform the requirements as outlined in the Statement of Work?
3. Does the proposed key personnel (project manager and project team leaders) have expertise specifically related to the requirements of the statement of work to manage the proposed team and project?

It is the intention of Mt. Diablo Unified School District to award a contract to the Consultants who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient

capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Consultant, Mt. Diablo Unified School District will weigh any evidence that the Consultant has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty. In selecting the lowest responsive and responsible Consultant, consideration will be given not only to the financial standing but also to the general competency of the Consultant for the performance of the work specified in the contract documents.

#### FIRM PRICE PERIOD

Consultants' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

#### FORMATION OF CONTRACT

Consultant's signed proposal and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

#### INDEPENDENT CONTRACTOR

In accepting this contract, Successful Bidders (hereinafter Contractors) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Mt. Diablo Unified School District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of Mt. Diablo Unified School District.

#### INFORMED CONSULTANT

Consultants are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

#### INK OR TYPEWRITTEN

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

## INTERPRETATION OF CONTRACT DOCUMENTS

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to Mt. Diablo Unified School District a written questions or correction. Questions shall be made in writing and delivered to:

Mt. Diablo Unified School District  
Attn: Elizabeth McClanahan, Director of Purchasing & Warehouse  
2326 Bisso Lane, Concord, California 94520-4802  
or Email: [mcclanahane@mdusd.org](mailto:mcclanahane@mdusd.org)

by April 15, 2024 at 3:00 p.m. The requesting party is responsible for prompt delivery of any requests. When Mt. Diablo Unified School District considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by Mt. Diablo Unified School District as having received contract documents.

All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Consultant to ensure Mt. Diablo Unified School District has their correct business name and address on file. Any prospective Consultant firm who obtained a set of contract documents from anyone other than Mt. Diablo Unified School District is responsible for advising the District that they have a set of contract documents and wish to receive subsequent Addenda.

## NOMENCLATURES

The terms Successful Contractor and Contractor may be used interchangeably in these specifications and shall refer exclusively to the Independent Consultant firm with whom Mt. Diablo Unified School District enters into a contract because of this solicitation.

## OFFERS OF MORE THAN ONE PRICE

Consultants are NOT allowed to submit more than one proposal.

## PRICES

All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Consultant's authorized representative.

Proposal prices shall include everything necessary for the completion of the contract including, but not limited to furnishing all services and management required to complete the work in accordance with the contract documents. Any items described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional compensation will be allowed. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

## PROPOSAL FORMS

- a. Copies. **One original, one copy, and digital copy on USB stick** must be submitted on or before the Submittal Deadline. Consultants shall submit one (1) original proposal marked "MASTER" all required identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- b. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", Mt. Diablo Unified School District reserves the right to use the original as the Master.

## PROPOSAL DEADLINE

Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Consultant unopened.

## PROPOSAL MODIFICATIONS

Any Consultant who wishes to make modifications to a proposal already received by Mt. Diablo Unified School District must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation. All modifications must be made in ink, properly initialed by Consultant's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Consultant to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

## PROPOSAL OPENING AND RESULTS

### No Public Opening

Proposals will not be opened publicly, but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline.

## PROPOSAL PRICES, NOTATIONS, AND MISTAKES

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

## PROPOSAL RESULTS

It is not the policy of Mt. Diablo Unified School District to provide RFP results in response to telephone inquiries. A tabulation of the names of Consultants will be posted on the Purchasing and Warehouse Department website.

## PROPOSAL SUBMITTAL

Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Consultant, RFP number, and Submittal Deadline. Consultant's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

## PROPOSAL WITHDRAWAL

Consultant's authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

## CONSULTANT IS SOLE POINT OF CONTACT

The Successful Consultant will be the sole point of contact. Mt. Diablo Unified School District will look solely to the Successful Consultant for the performance of all contractual obligations that may result from an award based on this RFP.

## CONSULTANT'S BACKGROUND

Consultant must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Consultant's point of contact for a contract resulting from this RFP.
- f. Company background/history and why Consultant is qualified to provide the services described in this RFP.
- g. Length of time Consultant has been providing services described in this RFP. Please provide a brief description.
- h. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

The Consultant must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant in which the Consultant has been judged guilty or liable. Failure to

comply with the terms of this provision will disqualify any proposal. Mt. Diablo Unified School District reserves the right to reject any proposal based upon the Consultant's prior history with Mt. Diablo Unified School District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

### QUESTIONS AND COMMENTS

Bidders are specifically directed to contact, in writing, to the Director of Purchasing & Warehouse, Elizabeth McClanahan or by email to [mcclanahan@mdusd.org](mailto:mcclanahan@mdusd.org), to arrange for meetings, conferences or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposals.

### REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES

Mt. Diablo Unified School District reserves the right to reject any or all proposals, or any part of a proposal. Mt. Diablo Unified District reserves the right to reject the proposal of any Consultant who previously failed to perform adequately for Mt. Diablo Unified School District or any other governmental agency.

### RULES FOR SUBMITTING PROPOSALS

- a. **Submittal Deadline.** Independent Proposals must arrive in the Purchasing and Warehouse Department, 2326 Bisso Lane, Concord, California 94520-4802, by the Submittal Deadline shown in these specifications or subsequent addenda. Independent Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Consultants are solely responsible for ensuring that their proposals are received by Mt. Diablo Unified School District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Mt. Diablo Unified District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals.
- c. **Extension of Submittal Deadline.** Mt. Diablo Unified School District reserves the right to extend the Submittal Deadline when it is in the best interest of Mt. Diablo Unified School District.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Late Proposals.** The Submittal Deadline IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned unopened.
- f. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Consultant.
- g. **Sealed Proposal.** Proposals MUST BE sealed upon submittal.

SIGNATURES An individual who is authorized to bind the Consultant must sign the proposal.

## SECTION 7 TERMS AND CONDITIONS

### ASSIGNMENT OF RIGHTS OR OBLIGATIONS

Except as noted hereunder, Successful Consultant may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of Mt. Diablo Unified School District.

### ATTORNEY FEES

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

### AUTHORITY OF THE DISTRICT

Subject to the power and authority of Mt. Diablo Unified School District as provided by law in this contract. Mt. Diablo Unified School District shall, in all cases, determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

### CANCELLATION OF THE CONTRACT

*Without* cause, Mt. Diablo Unified School District may cancel this contract at any time with thirty (30) days written notice to the contractor. *With cause*, Mt. Diablo Unified School District may cancel this contract at any time with ten (10) days written notice to the Consultant. Cancellation for cause shall be at the discretion of Mt. Diablo Unified School District and shall be, but is not limited to, failure to service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Consultant may not cancel this contract without prior written consent of the Director of Purchasing and Warehouse.

### COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS

Consultant hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Consultant's response. Consultant may submit an attachment entitled "*Exceptions to Specifications*", which must be signed by Consultant's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

### COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT

Consultant agrees in accordance with *Section 1735 and 1777.6 of California Labor Code*, and the *California Fair Employment Practice Act (Sections 1410-1433)*, that in the hiring of skilled

labor for the performance of any work under this contract, no Consultant firm by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

### COMPLIANCE WITH LAWS

All Proposals shall comply with current federal, state, local and other laws relative thereto.

### CONTRACT INCORPORATION

This contract embodies the entire contract between Mt. Diablo Unified School District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Consultant's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend or extend the contract.

### FORCE MAJEURE

If execution of this contract shall be delayed or suspended out of causes beyond the control of Consultant, the Consultant shall notify Mt. Diablo Unified School District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes and severe weather.

### FORMATION OF CONTRACT

Consultant's signed offer (Proposal) and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

### LAWS GOVERNING CONTRACT

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in the State of California. The parties further stipulate that the county of Contra Costa, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

### PUBLIC INFORMATION

All materials received relative to this RFP will become public information and be available for public inspection. The District reserves the right to retain all qualifications submitted, whether or not the proposal was selected or judged to be responsive. Firms submitting RFP's, which contain information deemed to be proprietary, may submit that information separately under closed cover so designated. Consultant's financial information will be sealed and not disclosed to the public. Pricing information may not be so submitted and is non-privileged.



### SEVERABILITY

The Consultant and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Consultant and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

### SPECIFICATIONS, CHANGES TO

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

### SPECIFICATIONS, DEFINITION

The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including, *but not limited to*: the Request For Proposals, Instructions To Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Special Provisions, and Workers Compensation Insurance Certificate, Non-Collusion Affidavit, Confidentiality Agreement.

**SECTION 8  
SPECIAL PROVISIONS  
FOR NON-CONSTRUCTION SERVICES**

**ACCESSIBILITY**

The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

**CONTRACTOR**

The term "Contractor" refers to the party entering into a contract with Mt. Diablo Unified School District as a result of this solicitation.

**COOPERATION BETWEEN CONTRACTORS**

Mt. Diablo Unified School District reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless Mt. Diablo Unified School District from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**DAMAGE**

The Contractor shall be held responsible for any breakage, loss of Mt. Diablo Unified School District's equipment or supplies through negligence of the contractor or his employee while working on Mt. Diablo Unified School District's premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Contractor shall immediately report to Mt. Diablo Unified School District, any damages to the premises resulting from services performed under this contract.

**HOLD HARMLESS**

Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless Mt. Diablo Unified School District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be

performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

### INSURANCE REQUIREMENTS

Within ten (10) calendar days of award of contract, the successful Bidder must furnish Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified and naming the Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

#### Indemnification:

- (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder. With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:
- (c) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (d) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence.
- (e) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. ***Unless included in the consultants liability policy in (d) above***
- (f) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be **endorsed** with the following specific language:

- (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- (3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.
- (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.
- (g) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT."

**Insurance Policy Limits**

<b>Commercial General Liability</b>	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
<b>Automobile Liability – Any Auto (If not included in CGL)</b>	Combined Single Limit	\$1,000,000
<b>Professional Liability</b>	Each Occurrence	\$1,000,000
<b>Workers Compensation</b>		Statutory limits pursuant to State law

Documentation

The following documentation shall be submitted to the DISTRICT:

- (1) Properly executed Certificates of Insurance clearly evidencing all coverage’s, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

### Policy Obligations

CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, District may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

### PERMITS

Successful Bidder/Contractor shall, unless otherwise provided elsewhere in the contract, at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

### TAXES

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless Mt. Diablo Unified School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Do not include California sales/use tax unless price proposal calls for Total Proposed Price.

**IMPORTANT NOTICE –**

**PROPOSAL DOCUMENTS TO BE RETURNED**  
**WITH PROPOSAL ON OR BY DUE DATE**

The following forms must be completed and submitted on or before the Submittal Deadline

Price Proposal/Summary (Attachment A)	31
Agreement for Services (Attachment B)	33
Non – Collusion Affidavit (Attachment C)	35
Workers Compensation Insurance Certificate (Attachment D)	36
Confidentiality Agreement Introductory Information (Attachment E)	37
Vendor Representation and Certification (Attachment F)	38
Equal Employment Opportunity Compliance Certificate (Attachment G)	39
Bidders Statement Regarding Insurance Coverage (Attachment H)	41
Criminal Background Investigation/Fingerprinting Certification (Attachment I)	42
Business and Non-Instructional Operations (BP 3350) (Attachment J)	44

**Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.**

**RFP #1852: TRANSLATOR SUPPORT PROVIDERS  
PROPOSAL FORM/PRICING SUMMARY  
ATTACHMENT A**

*To be Submitted with RFP Response*

The undersigned declares the Notice to Bidders has been read and agrees and proposes to furnish all necessary labor, materials and equipment to provide to conclusion the project: Review of RFP #1941, and will take in full payment therefore the following total lump sum amount, all taxes included:

*Price Proposal Summary: Enter totals from breakdowns on following pages.*

Description	Total Proposed Price *
<b>Task 1-</b> Identify the hourly pay for translation services to be provided	
<b>Task 2-</b> Identify the extra charges that will be paid in 15-minute increments	
<b>Task 3-</b> Identify the pre-agreement of length of services to be provided –minimum price per service	
<b>Task 4-</b> Identify the travel time for employees, as well as mileage as being part of the consultant fee.	
<b>Total</b>	

\*All proposed rates shall be fully burdened, inclusive of all travel, transportation, or other expenses.

The undersigned hereby certifies that this Bid is genuine and not fraudulent or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder. Further, the undersigned also declares under penalty of perjury under the laws of the State of California, that representations made in this Bid are true and correct.

The undersigned has notified the District of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the Purchasing Department before bid date to verify the issuing of any clarifying Addenda.

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

Taxpayer's Identification No.: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Proper Name of Bidder (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Print Signer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Officer (*wet in blue ink*)



**AGREEMENT OF SERVICES**  
**ATTACHMENT B**  
*To be Submitted with RFP Response*

THIS AGREEMENT, made on \_\_\_\_\_, 2024, by and between Mt. Diablo Unified School District, hereinafter called "DISTRICT", and

\_\_\_\_\_,  
a duly qualified contractor in the area of Translation Support Provider, hereinafter called "CONTRACTOR".

The DISTRICT and CONTRACTOR hereby agree as follows:

Description of Services:

CONTRACTOR agrees to provide services to DISTRICT as set forth in Scope of Work.

Contract Documents:

The contract documents consist of the Agreement for Consulting Services and, if in existent, the General Provisions, specifications, drawings, specific and or general conditions, attachments, and completed insurance forms.

Compensation:

As full compensation for all services contemplated by this Agreement, CONTRACTOR shall be compensated within 30 days (30 day NET) of receipt of the invoice(s). Invoice(s) can be issued bi-weekly or monthly for services rendered.

Term of Agreement:

The term of this Contract shall be from July 1, 2024 to June 30, 2025, inclusive, subject to the provisions of Section 7 of the General Provisions. The initial term of this contract shall be for a period of one year with two one-year options to renew (July 1<sup>st</sup> to June 30<sup>th</sup>. - 2025-2026, 2026-2027).

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for CONTRACTOR services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive, Concord, CA 94509-1358  
(925) 682-8000

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Dr. Adam Clark, Superintendent**  
Signature of District Authorized Signer (*wet in blue ink*)

Proper Name of CONTRACTOR (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Print Signer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer (*wet in blue ink*)

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**  
**ATTACHMENT C**  
*To be Submitted with RFP Response*

The undersigned declares the party making the foregoing bid: **RFP #1941 2024 Translation Services**

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: \_\_\_\_\_

Proper Name of Bidder (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Print Signer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Officer (*wet in blue ink*)

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**  
**ATTACHMENT D**  
*To be Submitted with RFP Response*

**TO: MT. DIABLO UNIFIED SCHOOL DISTRICT**

**FOR: RFP #1941 2024 Translation Services**

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work under this contract and submit the necessary evidence of workers' compensation to Mt. Diablo Unified School District.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer *(wet in blue ink)*

Company Seal:

**CONFIDENTIALITY AGREEMENT**  
**ATTACHMENT E**  
*To be Submitted with RFP Response*

**RFP# 1941 2024 Translation Services**

The undersigned, a duly authorized officer of \_\_\_\_\_  
does hereby represent, warrant and agree to the following statement:

*“All financial, statistical, personal, technical or other information relating to the District’s operation or Student(s) are designated confidential by the District, and made available to the undersigned, shall be protected by the undersigned from unauthorized use and disclosure”.*

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer (*wet in blue ink*)

**VENDOR REPRESENTATION AND CERTIFICATION**  
**ATTACHMENT F**  
*To be Submitted with RFP Response*

The undersigned hereby affirms that:

1. Are a duly authorized agent of the vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. The offer is being offered independently of any other Vendor's and is in full compliance with the collusive prohibitions of this State. The vendor certifies that no employee of its firm has discussed, or compared the proposal with any other vendor or District employee, and has not colluded with any other vendor or District employee.
3. The vendor will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Date: \_\_\_\_\_

Proper Name of Bidder (Company): \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Print Signer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Officer *(wet in blue ink)*

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**  
**ATTACHMENT G**  
**RFP #1941 2024 TRANSLATION SERVICES**  
*To be Submitted with RFP Response*

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with Mt. Diablo Unified School District, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
  
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**Certification on Non-Segregated Facilities**

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer (*wet in blue ink*)



**BIDDER’S STATEMENT REGARDING INSURANCE COVERAGE  
ATTACHMENT H**

*To be Submitted with RFP Response*

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Notice to Bidders for:

**RFP #1941 2024 TRANSLATION SERVICES**

Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name Mt. Diablo **Unified School District, AND THE Board of Education**, as Additional Insured for the work specified on the Additional Insured Endorsement Form.

The Additional Insured Endorsement Form must accompany the Certificate of Insurance. Such names for the Additional Insured Endorsement Form are as follows: Form CG2010, Form A, Form B, or an “additional blanket” form.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Officer *(wet in blue ink)*

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**  
**RFP #1941 2024 TRANSLATION SERVICES**  
**ATTACHMENT I**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

- The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: ) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*Attach additional list if needed.*

- The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer (*wet in blue ink*)

**Business and Non-instructional Operations (BP 3350)**  
**Travel Expenses**  
**Attachment J**

The Governing Board shall authorize payment for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the district.

The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.

- (cf. 4131 - Staff Development)*
- (cf. 4131.5 - Professional Growth)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*

Expenses shall be reimbursed within limits approved by the Board. The Superintendent or designee shall establish procedures for the submission and verification of expense claims. He/she may authorize an advance of funds to cover necessary expenses.

The Board may establish an allowance on either a mileage or monthly basis to reimburse authorized employees for the use of their own vehicles in the performance of assigned duties.

Authorized employees may use district credit cards while attending to district business. Under no circumstances may personal expenses be charged on district credit cards.

- (cf. 9240 - Board Development)*
- (cf. 9250 - Remuneration, Reimbursement, and Other Benefits)*

*Legal Reference:*

- EDUCATION CODE
- 44016 Travel expense*
- 44032 Travel expense payment*
- 44033 Automobile allowance*
- 44802 Student teacher's travel expense*

Compensation shall be made for authorized travel by automobile at a per-mile rate adjusted annually on July 1, to correspond to the rate allowed without itemization by the IRS, or for the actual cost of air travel, whichever is less. If the IRS rate is reduced during the fiscal year, the district's reimbursement rate will also be reduced to avoid taxable earnings on mileage.

Reimbursement shall be made for lodging necessary to authorized travel based upon documented actual cost. Employees are expected to exercise economy and prudence in selecting lodging.

Reimbursement shall be made for the actual cost of meals necessary for authorized district business up to a maximum allowance adjusted annually to reflect changes in the Consumer Price Index (CPI).

**Expense/Mileage Claims – Authorizing Signatures**

Individual Submitting Claim

Board President  
Board Member  
Superintendent  
Assistant Superintendent

Authorizing Signature

Superintendent  
Board President  
Board President  
Superintendent

Expense/mileage claims for all other personnel should be signed by the administrator responsible for the budget in the claimant's area. Budget administrators must have their own claims approved by their supervisors.

*Regulation*

**MT. DIABLO UNIFIED SCHOOL DISTRICT**