### **MASTER**



### Response to RFP #1941 2024 TRANSLATION SERVICES

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

### **Submitted to:**

Mt. Diablo Unified School District

Attn: RFP#1941,

Purchasing Department,

2326 Bisso Lane,

Concord, CA 94520

### **Submitted by:**

Jorge A Ramírez, General Manager

**Rugamas Creative Solutions** 

310-738-3596

jramirez.rcs@gmail.com

# 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 *
Task 1- Identify the hourly pay for translation services to be provided	\$37.50
Task 2- Identify the extra charges that will be paid in 15-minute increments	None
<u>Task 3-</u> Identify the pre-agreement of length of services to be provided –minimum price per service	None
Task 4- Identify the travel time for employees, as well as mileage as being part of the consultant fee.	None
Total	\$37.50

<sup>\*</sup>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. <u>N/A</u>	, Dated		
No	, Dated		
No	, Dated		
Taxpayer's Identification No.:	27-2067959		
Dated this 19th	day ofApril	, 2024	
Proper Name of Bidder (Company): Rugamas Creative Solutions			
Address: 8509 Luxor Street,	Downey, CA 90241		
Email:jramirez.rcs@gmail	.com		
Phone: 310-738-3596	Fax:		
Print Signer's Name:Jorge A	A. Ramirez		
By:			
Signature of Authorized C	Officer (wet in blue ink)		

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

THIS AGREEMENT, made on April 19	, 2024, by and
between Mt. Diablo Unified School District, hereinafter called "DISTRICT", and	
a duly qualified contractor in the area of <u>Translation Support Provider</u> , hereinafter	, called
"CONTRACTOR".	ouriou

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).

<u>Note</u>: 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

Print Signer's Name: Jorge A. Ramirez

Signature of Authorized Officer (wet in blue ink)

Title: General Manager

# 

## 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:April 19, 2024
Proper Name of Bidder (Company): Rugamas Creative Solutions
Address: _8509 Luxor Street, Downey, CA 90241
Print Signer's Name: Jorge A. Ramirez
Title: General Manager
By. All
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: _April 19, 2024
Company Name: Rugamas Creative Solutions
Name of Signing Official: Jorge A. Ramirez
Title of Signing Official: General Manager
By: M
Signature of Authorized Officer (wet in blue ink)
Company Seal:
Company Scal.

### CONFIDENTIALITY AGREEMENT ATTACHMENT E

### To be Submitted with RFP Response

#### RFP# 1941 2024 Translation Services

The undersigned, a duly authorized officer of <u>Rugamas Creative Solutions</u> 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: _April 19, 2024	
Company Name: Rugamas Creative Solutions	
Name of Signing Official: Jorge A. Ramirez	
Title of Signing Official: General Manager	
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:	April 19, 2024		
Proper Name of	f Bidder (Company): Rug	gamas Creative Solutions	
Address: 8509	Luxor Street, Downey, C.	CA 90241	
Email:jram	nirez.rcs@gmail.com		
Phone:310-	738-3596	Fax:	
Print Signer's N	Name: _Jorge A Ramirez		
Title:	General Manager		
By: Signature of	f Authorized Officer (wet in	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 as 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 contractors' 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:April 19, 2024
Company Name:Rugamas Creative Solutions
Name of Signing Official: Jorge A. Ramirez
Γitle of Signing Official: General Manager
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 <u>Unified School District, AND THE Board of Education</u>, 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:April 19, 2024	
Company Name: Rugamas Creative Solutions	
Name of Signing Official: Jorge A. Ramirez	
Title of Signing Official: General Manager	
By: Signature of Authorized Officer (wet in blue ink)	
Signature of Authorized Officer (wer in one inv)	

# 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. <u>Education Code</u>. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):
- O 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
- O 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
- O 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. <u>Megan's Law (Sex Offenders)</u>. 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 <u>not</u> 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: April 19, 2024	
ii a	
Company Name: Rugamas Creative Solutions	
Name of Signing Official: Jorge A. Ramirez	
Title of Signing Official: General Manager	
By:	
Signature of Authorized Officer (wet in blue ink)	