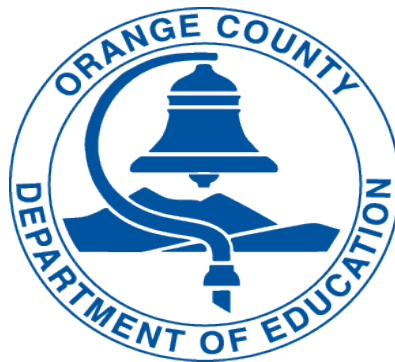


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**Request for Proposals (RFP)
Number 23-19**

INTERPRETATION AND TRANSLATION SERVICES



PROPOSAL DUE DATE

Monday, April 15, 2024 at 2:30:00 p.m. PST

SUBMIT PROPOSALS TO:

Patricia McCaughey
Director, Business Operations
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
Costa Mesa, California 92867
Phone: 714.966-4085
Email: pmccaughey@ocde.us

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS (RFP) NUMBER: 23-19
INTERPRETATION AND TRANSLATION SERVICES**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“Superintendent”) is seeking proposals from qualified firms to provide Interpretation and Translation Services. The full scope of the work for this Project is set forth in the Request for Proposals (“RFP”).

Proposals must be received by mail in a sealed envelope or package no later than **2:30:00 P.M.PST on Monday, April 15, 2024**, at the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the Superintendent’s RFP documents and specifications are available on the Superintendent’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The Superintendent reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the Superintendent to select the firm which in his/her opinion will best serve the needs of the Superintendent.

Proposals submitted by qualified firms shall be at no cost or obligation to Superintendent. No firm may withdraw its’ proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to this Public Notice.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Patricia McCaughey, Director, Business Operations via email only at pmccaughey@ocde.us no later than 10:00:00 A.M. PST on April 5, 2024. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the Superintendent’s website. General information regarding the Superintendent is available via www.ocde.us.

By: Patricia McCaughey
Director, Business Operations

Publication: Orange County Register
Date Published: March 22, 2024 and March 29, 2024

INFORMATION FOR PROPOSERS

I. Introduction

The mission of the Orange County Superintendent of Schools is to ensure that all students are equipped with the competencies they need to thrive in the 21st century. The Orange County Superintendent of Schools (Superintendent) is a public education organization located in Southern California that offers support to 27 school Superintendents and more than 600 schools and 20,000 educators serving more than 500,000 students in Orange County. Superintendent is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, Superintendent partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, Superintendent provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of the is to serve as a connecting agency among Orange County school Superintendents, community college Superintendents, local, state, and federal governmental agencies, and community organizations. The Superintendent responds to local school Superintendent and community requests for staff development, administrative, business, and educational and support services and partners with families, businesses, and the community to promote student success and well-being in Orange County.

II. Purpose

The Orange County Superintendent of School (Superintendent) is soliciting and issuing this Request for Proposals (RFP) from and qualified firms who can provide professional, accurate, timely, as needed oral interpretation and written translation services to include but not limited to Spanish, Vietnamese, Korean, Mandarin, Farsi, Arabic, Japanese, Khmer, Chinese, Armenian, Cantonese, French, Ukrainian, Russian, Romanian, Hmong, Tagalog, Croatian, American Sign Language, and other as-needed target languages for Superintendent departments and programs. The successful proposers(s) will provide written translation services for a variety of Superintendent documents and forms as well as oral interpretation services at in-person or virtual Superintendent meetings and events.

III. Request for Proposals (RFP) Schedule

The Superintendent anticipates the following timeline for the process of selecting experienced and qualified firms.

RFP Issue Date	March 22, 2024 and March 29, 2024	
Deadline for Clarification	April 5, 2024	10:00:00 a.m. PST
RFP Proposal Due Date	April 15, 2024	2:30:00 p.m. PST
Review of Proposals	April 16, 2024 – April 19, 2024	

Notification to Finalists	April 23, 2024
Interviews (if needed)	April 29-30, 2024
Award of Contract(s)	May 3, 2024

*All dates listed are subject to change.

IV. Instruction to Respondents

- A. **Notice Inviting Proposals** – All proposers are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals (RFP) to provide interpretation and translation services for Superintendent’s departments and programs. The Superintendent reserves the right to amend the RFP documents at any time. Addenda providing clarification or corrections will be done formally through posting on the Superintendent’s web site. It is the sole responsibility of each proposer to periodically check Superintendent’s web site for any addenda.
- B. **Questions and Requests for Clarification** - Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Patricia McCaughey at pmccaughey@ocde.us. Questions must be received no later than **10:00:00 a.m. PST on April 5, 2024**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet. It is the sole responsibility of each respondent to periodically check Superintendent’s web site for any addenda. Acknowledgement of all addenda must be submitted with the proposal in accordance with the Addenda Acknowledge Form. Failure to acknowledge receipt of any addendum may result in rejection of your proposal.

V. Submission of Proposals

Proposal Due Date - Proposals must be delivered and received in the Purchasing Department located the Orange County Superintendent of Schools, Purchasing & Contracts Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. no later than **April 15, 2024 at 2:30:00 p.m. PST**. The proposal must be enclosed in a sealed envelope or package bearing the description of the Proposal call, and the name of the Proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the location noted above. Failure to meet the proposal due date timeline is cause for proposal rejection. Any proposals received after the scheduled closing time for receipt of proposals will be rejected and returned to the Proposer unopened.

Faxed or emailed responses to this RFP will not be accepted. All costs incurred in the preparation, submission and/or presentation of respondents responding RFP including, but not limited to, the respondent’s travel expenses to attend oral presentations, long distance charges, and negotiation

sessions, shall be the sole responsibility of the respondent and will not be reimbursed by Superintendent.

The proposal must be signed by a person duly authorized to bind the respondent to the RFP. By signing, the authorized person is agreeing to all terms, conditions, instructions, specifications and requirements of this RFP document, including all amendments and attachments unless stated otherwise in the respondent's proposal.

VI. Proposal Format

In order that the Superintendent can systematically and more effectively the Proposer's submittal must contain all information as outlined in this RFP. Each proposal should address the following items in the order listed below. The proposal response should demonstrate the qualifications, competence and capacity of the Proposer as well as specify Proposer's approach in conformity with all federal, state, local, and Superintendent requirements.

Proposals must be completed in all respects as required by the instructions in this RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the staff of Superintendent, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be completed by writing in ink or by typewriter. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

The firm's submittal must contain all information as outlined in this RFP, be no larger than 8 ½ x 11, and shall be limited to not more than 40doublesidedpages (i.e. 80 printed faces/sides) in length (excluding covers and tab separators). The firm shall submit five (5) bound copies, one (1) unbound copy, and an electronic .pdf version on a CD or flash drive.

Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the Superintendent staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the Superintendent prior to the opening date set forth herein.

The Superintendent is very interested in the project team with which it will be working. All individuals that will be directly involved with the Superintendent's projects should be identified and represent the firm in all discussions and interviews.

A. Cover Letter - Proposer's cover letter should contain a statement of interest and a brief summary of qualifications to engage in professional relationship with Superintendent.

B. Table of Contents – The Table of Contents should reflect the order stated herein and shall include titles and page numbers.

C. Narrative - Proposer shall provide a detailed description of its qualifications for providing interpretation and translation services in its area(s) of specialization. Include descriptive and supportive evidence of how your firm will maintain a good working relationship with Superintendent. The narrative should include the following:

1. Background

- a. Firm's legal name.
- b. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
- c. Brief history of your firm, including the number of years in business. A minimum five (5) years' required.
- d. Number of employees (company-wide).
- e. Organizational Chart. Make sure lines of supervision are clearly identified for all roles throughout the firm.
- f. Number of employees located in Orange County or Southern California.
- g. Date firm established.
- h. California Business License Number, if applicable
- i. Tax Identification Number.
- j. Name of the project manager who will serve as the Superintendent's contact throughout the project(s).
- k. Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the proposal.

2. Staffing Resources

- a. Indicate the name(s) of the persons who will be principally responsible for working with the Superintendent. Please indicate the role and responsibility of each individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- b. Provide a resume of the individual's on the team that will be assigned to working directly with the Superintendent to provide the requested services, including qualifications, licenses, certificates, credentials, and recent related experience providing similar services. The resume must represent work over the last five (5) years. Please also indicate number of years employed by firm.

D. **Capacity and Methodology** – Description of the approach to provide services and fulfil the requirements and expectations of the Superintendent and this RFP. Please use this section to address the ability of your firm to undertake and accomplish the required scope of service while meeting all deadlines.

E. **Experience and References**

a. Provide a list of contracts from of services similar and related experience in scope to this proposal. The Proposer is required to submit a list of school Superintendents or county offices of education for which services have been performed in the past five (5) years. The list must include a minimum of three (3) client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:

1. Client Name and complete address
2. Contact name, telephone number and email address
3. Date of Services
4. Description of Services
5. Contract amount

b. If any of the following has occurred, please describe in detail:

1. Failure to enter into a contract or professional services agreement once selected.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal, or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws, or regulations

Information regarding any of the above may, at the sole discretion of this deemed to indicate an unsatisfactory record of performance.

F. **Fee/Service Rate Schedule** – Proposers must provide a complete fee schedule in their proposal to include but not limited to, interpreting and translation services in Spanish, Vietnamese, Korean, Mandarin, Farsi, Arabic, Japanese, Khmer, Chinese, Armenian, Cantonese, French,

Ukrainian, Russian, Romanian, Hmong, Tagalog, Croatian, American Sign Language, and other as-needed target languages, on-site rates, typical staffing rates, video remote (VRI), specialty services, pre-recorded (PRI), video captioning, over-the-phone (OPI), cancellation fees, interpreting equipment, translation rate per word, page or hour, overtime rates, reimbursable items, miscellaneous costs, rush jobs rates, etc., and any variations that Superintendent could expect for specific projects, if applicable, required for the performance of the contract resulting from this RFP. The fee/service rate schedule should be as thorough and specific as possible. The Fee/Service Rate Schedule must be signed by an authorized representative of the firm.

G. **Fiscal Stability** – Provide a copy of the most recent financial statement (audited or authenticated by CPA) attesting financial stability of the Proposer. Please submit a hard copy of the financial statement in a separate envelope marked on the front of the envelope “Financial Statement”.

H. **Certifications and Attachments** – Complete and return the attached certifications and attachments to this RFP.

VII. Evaluation Process

All proposals will be evaluated for completeness and the proposer’s ability to meet or exceed the RFP requirements. The Superintendent intends to use the proposal responses that it receives to assist in possible selection of one or more firms to provide the services required in this RFP. The Superintendent will evaluate each firm based on the information set forth in the proposal submitted, together with other information available to the Superintendent from any other sources. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the firm’s qualifications and availability of key person assigned to the contract, number of years of experience, demonstrated competence in relative experience, experience in performance of comparable work, financial stability, conformance with the specifications identified in this RFP, ability to meet Superintendent criteria and project costs range, the firm’s ability to develop a rapport and working relationship with Superintendent personnel. Firm’s services must be fully compliant with all applicable requirements including Superintendent policies and regulations, and all State and Federal laws.

The evaluation of the firm’s qualifications may be conducted in two (2) phases. Phase I will evaluate qualifications in terms of the ability to meet the parameters as set forth in this RFP. Firms considered by Superintendent to be most qualified may be shortlisted and invited for interview in Phase II, if necessary. Presentations by selected firms must be made by the same project team personnel who will be assigned to the Superintendent’s project and whose qualifications are outlined in the proposal. Upon conclusion of Phase II, the selected firm will be recommended to the Superintendent’s Superintendent for approval and contracting for the scope of services required for the projects as outlined in this RFP.

The Superintendent reserves the right to accept or reject any or all RFP proposals, to select one or more qualified firms whose proposal(s) provide the greatest value to Superintendent, and to negotiate with any or more than one of the qualified firms. All proposal costs shall be borne by the

Proposer. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Superintendent. Superintendent at its sole discretion, reserves the right to waive any irregularity in any Proposal received.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between Superintendent and any individual or firm; (ii) create any obligation for Superintendent to enter into a contract with any individual or firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

VIII. Proposal Evaluation Criteria

During the evaluation period, the Superintendent reserves the right to obtain clarification of any point in a proposal submitted or to obtain additional information. The Superintendent reserves the right to conduct on Superintendent site, telephone or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions or obtain additional information.

The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance. Once a respondent has been found responsible to the RFP requirements, a determination of award will be made based on the following considerations:

- a. Quality of proposal plan for delivery of interpretation and translation services
- b. Proposer’s past experience with K-12 public schools for the same of similar work/firm’s expertise and background, personnel qualifications, etc.
- c. Respondent’s services previously provided to Superintendent, if applicable.
- d. Performance references.
- e. Cost, best value pricing structure

Criteria	Weight
Fee Schedule, Costs, Best Value Pricing Structure	40
Meeting RFP requirements; Responses to Scope of Services	25
Firm’s expertise and background, personnel qualifications, experience with similar clients, acceptance of Superintendent’s T&C’s	15
Services previously provided to the Superintendent	15
Proposal format, organization and clarity	5
Total Points	100

IX. Oral Presentation

The Superintendent may, at its sole discretion, if necessary, shortlist selected proposers for a virtual presentations or in-person presentation. The Proposer should be prepared to present such information in order that the Superintendent can effectively and objectively analyze all

documentation proposed to provide interpretation and translation services. Proposers invited for an oral presentation must be represented by the individual who will be the prime contact person assigned to the Superintendent, and other key team members. A Proposer's inability to respond to any request for clarification and/or oral presentation may be cause for disqualification. Upon conclusion of the proposal evaluation process, a Notification of Intent to Award will be sent to the Proposer or Proposers selected.

X. Exceptions or Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations.

XI. Confidential Information

All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the Superintendent and may only be returned at the Superintendent's option and at the submitting firm's expense. All information and documentation submitted to the Superintendent excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that Superintendent determines is proper under federal, state, and local law. The Superintendent assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the Superintendent a detailed statement indicating the reasons it has for believing that the information will be used by the Superintendent in making its determination as to whether or not disclosure is proper under federal, state, and local law. Superintendent will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the Superintendent including attorney's fees awarded by the court if proposer requests Superintendent to resist disclosure of material provided to the Superintendent by Proposer,

provided the Superintendent determines that said materials are exempt under federal, state, or local law.

XII. Litigation

Provide specific information on termination for default, litigation settled or judgments entered within the last (5) five years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

XIII. Additional Data

Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the Superintendent in understanding your qualifications and expertise.

XIV. Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify Superintendent in writing and request clarification or modification of the document. Modifications will be made by addenda. These errors or clarifications will be given by written notice to all parties who have been furnished an RFP.

If the Proposer fails to notify the Superintendent, prior to the date fixed for submission of a proposal, of an error in the RFP known to it, or an error that reasonably should have been known to it, it will submit its proposal at its own risk and, if it is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.

XV. Hold Harmless and Indemnification

The Proposer will defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the Superintendent, their officers, agents, and employees.

XVI. Insurance

At all times during the term of the Agreement, Proposer shall maintain on file with the Superintendent a certificate of insurance, showing that its insurance policies are in effect in the required amounts identified below:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability –\$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00) aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate. Waiver of Subrogation will not be accepted.

For all insurance coverages provided by Proposer, the following terms apply:

- a. Any deductibles or self-insured retentions shall be declared in writing to the Superintendent; approval is required for any amounts over \$25,000.00.
- b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the Superintendent, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
 2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide Superintendent with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving Superintendent at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

3. For any claims related to the services under the Agreement, the Proposer's insurance coverage shall be primary insurance as respects to the Superintendent, the Orange County Board of Education, and its officers, agents and employees. Any insurance or self-insurance maintained by Superintendent shall be excess of the Proposers insurance and noncontributory.
4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Superintendent. Proposer agrees to immediately provide Superintendent with true and correct copies of all new or revised certificates of insurance.

XVII. Independent Contractor

While performing the services, the Proposer's staff is an independent contractor and not an employee of the Superintendent.

XVIII. Compliance with Laws

The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

XIX. Proposer's Obligation to Perform Work in Accordance with Standards

If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the firm are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the Superintendent.

XX. Signature

The proposal must be signed in the name of the firm and bear the signature of the person authorized to sign proposals on behalf of the firm.

XXI. Withdrawal of Proposal after RFP Opening

No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

XXII. Interpretation of Documents

If any firm contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, or other proposed documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit their question in writing to request an interpretation or

correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the Administrator, Business Operations, and a copy of such Addendum will be post on Superintendent’s website. Superintendent will not be responsible for any other explanation or interpretation of the proposed documents.

XXII. Non-Collusive Declaration

The form of such declaration is included as part of the RFP documents. Each proposer shall execute the attached declaration and submit it with his/her sealed proposal.

XXIV. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Superintendent, and will be returned only at the discretion of the Superintendent, and at the Proposer’s expense. Superintendent reserves the right to use any or all ideas presented as part of the firm’s proposal. Selection or rejection of the proposal does not affect this right.

XXV. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

XXVI. Non-Appropriation of Funds

Any contract resulting from this RFP is subject to appropriation of funds by the Superintendent for each fiscal year of services listed herein.

XXVII. Tobacco and Drug-Free Workplace Policy

The Superintendent and all Superintendent project work are “tobacco” and “drug free” workplaces and, as such, require that all persons on Superintendent property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site.

XXVIII. Non-Discrimination

In connection with all work performed under this RFP there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Proposer agrees to comply with applicable Federal and State laws including, but not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended (pertaining to race, color, national origin and religion), Title IX of the Education Amendments of 1972 (pertaining to sex discrimination), Section 504 of the Rehabilitation Act of 1973 (pertaining to handicap), The Age Discrimination Act of 1975 (pertaining to age), the California Fair Employment

and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735 (pertaining to ancestry, race, national origin, color, sex, religion, physical or mental disability, medical condition, marital status, and age over 40); and the Americans with Disabilities Act of 1990 (pertaining to disability). It is the responsibility of the Proposer to ensure that those employed by or subcontracted by the Proposer also adhere to Superintendent and Public Policies.

XXIX. Term of Agreement

The initial term of the Agreement shall be for one (1) year with an option to renew for four (4) additional successive one-year periods, not to exceed an accumulative total of five (5) years. Pricing shall be held firm for the duration of the contract unless otherwise negotiated by the Superintendent. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

XXX. Contract Negotiations

The Superintendent may negotiate a contract with the firm(s) best qualified for the services, as determined by the Superintendent to be in the best interest of the Superintendent, at compensation that the Superintendent determines is fair and reasonable. Should the Superintendent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Superintendent deems reasonable, negotiations with those firms may be formally terminated. The Superintendent may undertake negotiations with other firms most qualified for the services. The Superintendent reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

XXXI. Bid Protest

Proposers may protest a contract award if he/she believes that the award was inconsistent with Superintendent policies or the RFP specifications or was not in compliance with the law. The protest must be filed in writing with the Director, Business Operations within five (5) working days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

XXXII. Conflict of Interest

Proposer affirms that no Proposer employee or representative has participated in or attempted to influence the Superintendent's decision-making concerning this RFP and Agreement include (a) influencing or attempting to influence an officer, employee, or member of the Board of Education of the Superintendent or any Superintendent employee or (b) making an offer of any gratuities, favors, or anything of monetary value to an officer, employee, or member of the Board of Education of the Superintendent or any Superintendent employee for the purpose of influencing favorable disposition toward connection with the awarding of this Agreement.

XXXIII. PROPOSAL CONTENT: A complete proposal shall include all of the following documents (organized in listed order):

- A. Five (5) copies of the completed proposal.
- B. Completed Attachment A – Information Required of Proposer
- C. Completed Non-Collusive Declaration form.
- D. Education Department of General Administration Regulation (EDGAR) compliance form.
- E. Completed Certification forms.

To be an acceptable proposal, all of the above documents must be included in the submittal.

RFP NO. 23-19
INTERPRETATION AND TRANSLATION SERVICES
SCOPE OF WORK

The Superintendent is seeking proposals from qualified vendors capable of providing competent simultaneous and consecutive interpretation services, accurate written document translation services, on-site or virtual language interpretation services, in multiple languages on an as needed basis, as well as American Sign Language interpretation services. These services, as described in this RFP, shall be provided on demand on as needed bases. The Superintendent offers no guarantee of any work or amount of work to be performed under this RFP.

The successful Proposers must meet the following objectives:

1. Provide full-service multi-lingual written and oral communication support to the Superintendent that may include, but not limited to, Spanish, Vietnamese, Khmer, Korean, Mandarin, Farsi, Arabic, Japanese, Khmer, Chinese, Armenian, Cantonese, Ukrainian, Russian, Romanian, Hmong, Tagalog, Croatian, American Sign Language (both in-person and online), and other as-needed target languages as determined by the Superintendent.

Proposer must be able to provide consecutive and simultaneous Interpretation, over the phone, remote, video remote, ASL, dubbing, close captioning and more if needed.

2. Be available to provide services as needed beginning May 10, 2024 .

To meet the requirements of this RFP, successful proposers must be able to:

1. Provide professional, experienced, competent, and qualified personnel to perform the requirements under this RFP, including, but not limited to, translation of written materials such as documents, reports, applications, agenda, flyers, website content, social media posts, handbooks, forms, and other materials into languages specified by the Superintendent. The Superintendent will determine which language(s) are required. The Superintendent may request that the translated materials and/or documents be provided, but not limited to, Word, Excel, PowerPoint, Publisher, Canva, Google Docs, Adobe PDF, Illustrator, InDesign, WordPress, etc.

2. Possess linguistic proficiency and skills in the target language(s).

3. Knowledge of the Trados translation software and ability to access the Superintendent's continuously evolving terminology bank.

4. Submit translated materials and/or documents to the Superintendent in accordance with established deadlines to allow time for the Superintendent's review before the translation is finalized and approved.

6. Provide professional, experienced, competent, and qualified personnel to perform the requirements under this RFP, for oral interpretation services. Qualified personnel should be available to provide oral interpretation in various formats such as in-person, by phone, through video conferencing, etc. In-person events would require the Vendor to provide personnel on-site at a predetermined location with the Superintendent.
7. Provide interpretation of unscripted question-and-answer sessions during meetings and events. Personnel must be fluent in both the original and target language(s) to provide interpretation services.
8. Possess working knowledge of commonly used virtual meeting platforms, including but not limited to, Zoom, WebEx, Microsoft Teams, Google Meet, Skype, etc.
9. Provide interpretation equipment, including headphones and speakers. Minimum Requirements:

Vendors must have, at a minimum, the following qualifications and experience:
 1. Technical expertise in translating and interpreting a broad range of documents, materials, and in-person events and meetings into multiple languages.
 2. Possess and maintain professional standards of practice, training and/or state certifications, licenses, academic credentials/degrees, with proof of certification from the American Translators Association as preferred by the Superintendent.
 3. Knowledge of industry best practices and federal, state, and local laws and regulations related to language access policies.
 5. Experience working with members of the public and a demonstrated ability to provide compassion and professionalism in conveying information and concerns.
 6. All necessary equipment, including interpretation equipment, to perform services under this RFP.
 7. Ability to maintain confidentiality of sensitive and confidential information.
 8. Collaborate with the Superintendent's team within the hours of 7:30 a.m. – 5:00 p.m. Pacific Standard Time and Pacific Daylight Time, and after hours, as needed.

ATTACHMENT A

INFORMATION REQUIRED OF PROPOSER

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that Superintendent may request verbal or written clarifications or additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

Individual Partnership Corporation
Subsidiary Government Entity

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

(10) Please list the public agencies, including School Superintendents, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by Superintendent to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college Superintendent during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all Superintendent local, State and Federal legal requirements, policies, rules and regulations and laws? _.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist Superintendent in ascertaining your ability to perform the requested services.

**SECTION D –
ADDITIONAL AS-
NEEDED SERVICES -
PRICING**

(21) What are your costs to perform additional tasks and deliverables during the agreement period? Please submit a fee schedule for additional, as needed services.

SECTION E - REFERENCES

(23) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the Superintendent? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(24) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by Superintendent. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by Superintendent regarding the Proposer or Proposer’s performance of work.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Proposers is true and correct.

Executed this _____ day of _____, 2024, at _____, State of _____.
City, County

Signature

Print Name

Title

NONCOLLUSION DECLARATION

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid 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 _____[date], at _____[city], _____[state].

Signature

Print Name

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school Superintendent may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

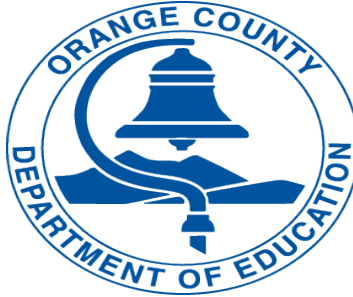
The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school Superintendent that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**



To the Governing Board of _____ School Superintendent:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.2) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Superintendent, my employees may have contact with students of the Superintendent.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public Superintendent, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

EQUAL OPPORTUNITY CERTIFICATION

To: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Number of Employees: _____

This Firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____



I, the official name below, certify under penalty of perjury that I am duly authorized to legally bind the firm to this certification, and that the contents of this certification are true and correct, that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither _____ nor
_____ Name of Respondent

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Respondent on the _____ day of _____ 20____ for the purposes of submission of this RFP.

Date: _____

Authorized Signature: _____

Print Name: _____

Title: _____

**Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form**

The following provisions are required and apply when federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process. Orange County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by the Orange County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by Orange County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event Vendor fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Orange County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Orange County Superintendent of Schools believes, in its sole discretion that it is in the best interest of the Orange County Superintendent of Schools to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Orange County Superintendent of Schools as of the termination date if the contract is terminated for convenience of the Orange County Superintendent of Schools. Any award under this procurement process is not exclusive and the Orange County Superintendent of Schools reserves

the right to purchase goods and services from other vendors when it is in the best interest of the Orange County Superintendent of Schools.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by the Orange County Superintendent of Schools the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of

parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2
CRF § 200.333**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. As specifically noted above.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT B

AGREEMENT

THIS AGREEMENT is hereby entered into this ___ day of ___, **2024**, by and between **CONSULTANT NAME**, hereafter called "Consultant," and the Orange County Superintendent of Schools, hereafter called "Superintendent, with its principal place of business located at 200 Kalmus Drive, Costa Mesa, California 92626." Superintendent and Consultant shall sometime be referred to as Parties or Party.

RECITALS

- A. The Superintendent desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the Superintendent.

NOW, THEREFORE, Superintendent and Consultant mutually agree to enter into this Agreement as follows:

AGREEMENT

- 1. In consultation and cooperation with the Superintendent, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Interpretation and Translation Services, in accordance with Superintendent's Request for Proposals (RFP).

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price
- Quotation Price / Fee
- Schedule Requirements
- Summary
- Other attachment described as: Consultant Proposal

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

- 2. The Consultant will commence providing services under this Agreement on _____ and will diligently, properly and in full compliance perform as required and complete the performance of services by _____, subject to termination as set forth herein. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the Superintendent's Coordinator in writing.

Upon a showing of good and sufficient work by the Consultant, the Superintendent may at is discretion, grant such extension of time as may deem necessary to attain the desired goals and

3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the Superintendent. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the Superintendent and the Consultant or between the Superintendent and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the Superintendent's employees and shall not be considered in any way to be the employees of the Superintendent. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.
4. The Superintendent will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$_____.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The Superintendent will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of Superintendent. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the Superintendent. The Superintendent shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The Superintendent may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the Superintendent shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the Superintendent, the Consultant shall promptly provide and deliver to the Superintendent any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the Superintendent. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the Superintendent, its officers, agents, employees, and volunteers from every claim or demand made and every

liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Superintendent, its officers, agents, employees, or volunteers.
- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the Superintendent, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school Superintendent property, except for liability for damages which result from the sole negligence or willful misconduct of the Superintendent, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Superintendent, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Superintendent, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. During the term of this Agreement, the Consultant shall maintain BOTH GENERAL & PROFESSIONAL liability insurance. Unless otherwise agreed in writing by the Superintendent, General Liability shall be maintained in an amount not less than \$1,000,000 per occurrence; and Professional Liability in an amount not less than \$1,000,000 combined single limit for each occurrence. Automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage's prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The Superintendent, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable Superintendent, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the Superintendent may unilaterally amend this Agreement in writing to accomplish the following changes:

- a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.
- all prior or contemporaneous oral or written Agreements.

17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

SUPERINTENDENT:

Consultant / Firm Name

Orange County Superintendent of Schools

 (Signature, Authorized Representative)
 Representative) Signer's Name
 Title

(Signature, Authorized
 Patricia McCaughey

(SSN or Federal ID number)

(Telephone)

(Email Address)

(Date)

(Date)

SAMPLE