

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. Following an appeal of the original evaluation committee's selection of Cal Interpreting and Translation (CIT), a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract with Interpreters Unlimited for interpretation services for the remainder of the 2020-21 fiscal year.

INDICATE APPROPRIATE BODY

- | | | | | |
|---|---|--|--|---|
| <input type="checkbox"/> City Council | <input type="checkbox"/> Redevelopment Agency | <input type="checkbox"/> Housing Authority | <input type="checkbox"/> Surplus Property Authority | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> | |

ITEM

- | | | |
|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Rent Board As Whole | |
| <input type="checkbox"/> Grant Application/Acceptance | <input type="checkbox"/> Claims Filed Against City of Richmond | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) | |

RECOMMENDED ACTION: APPROVE a contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

F-5.

This page intentionally left blank



AGENDA REPORT

DATE: February 17, 2021

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: CONTRACT WITH INTERPRETERS UNLIMITED FOR
INTERPRETATION SERVICES

STATEMENT OF THE ISSUE:

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. Following an appeal of the original evaluation committee's selection of Cal Interpreting and Translation (CIT), a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract with Interpreters Unlimited for interpretation services for the remainder of the 2020-21 fiscal year.

RECOMMENDED ACTION:

APPROVE a contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

The proposed contract with Interpreters Unlimited includes a payment limit of \$3,000. The adopted Rent Program budget for the 2020-21 fiscal year includes \$10,000 for translation services, \$3,000 of which is anticipated to be expended through the proposed contract.

DISCUSSION:

Background

Since 2018, the Rent Program has utilized an existing City contract with United Language Group (ULG) for on-demand verbal interpretation services during hearings and counseling sessions. ULG's services have been determined to be inadequate for Rent Program purposes, in large part due to technical difficulties, frequent dropped calls, and a failure to address and rectify these challenges on the part of the contractor. In search of a better service provider, in November 2020, staff members issued a request for proposals (RFP) (Attachment 1).

The Rent Program received eight proposals in response to the RFP and established a review committee to evaluate the proposals. After a thorough review of all proposals, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the Rent Program. Upon notification that the review committee had selected Cal Interpreting and Translation with the right to negotiate, a competing proposer successfully appealed the decision, citing abuse of discretion of the review committee. As a result of the appeal, the agency formed a new review committee comprised of neutral Rent Program staff that were not part of the original committee. The new committee re-evaluated all proposals and rated Interpreters Unlimited as the service provider most qualified to meet the needs of the Rent Program. Interpreters Unlimited's proposal is included in Attachment 2.

Proposed Service Plan and Execution of Contract

The proposed contract includes the following activities, which are to be performed to the satisfaction of the Rent Board or Executive Director (Attachment 3):

Activity No. 1: Maintenance and Evaluation of Interpreters and Glossary of Terms

Contractor shall provide interpreters who have passed a nationally-accredited 40+ hour training course, and require that interpreters obtain (6) continuing education credits per year. Contractor shall train interpreters by having them study glossaries of relevant terminology in the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, corresponding Rent Board Regulations, and Hearings Script (which shall be provided to the Contractor) in the requested languages and brief new interpreters on the interpreting process and professional conduct when working with the Rent Board, Rent Board staff, and members of the public.

Contractor shall maintain a list of Rent Board-approved, U.S.-based, certified, accredited interpreters. If Rent Board staff file a grievance form about a specific interpreter, Contractor shall remove the interpreter from the list of Rent Board-approved interpreters, and work with staff to identify a qualified alternate interpreter to complete either the current project, if unfinished, or future projects.

Contractor will monitor its interpreters with regular project reviews to track their progress and document anything noteworthy, from praise to issues raised by Rent Board staff. If Rent Board staff provide any negative feedback about an interpreter, the interpreter will be removed from the list of Rent Board-approved interpreters and an alternative interpreter will be provided when that language is next requested by Rent Board staff.

Contractor understands the importance of reliable connections during interpreting sessions, whether by phone or video conference and shall therefore provide U.S.-based remote interpreters who are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. If a call is dropped or there is a video conference “hiccup,” the interpreter shall be required to immediately call back into the line as soon as possible. Rent Board staff shall be able to contact the Contractor by telephone for immediate assistance.

Activity No. 2: Scheduling of Interpretation

To request in-person, telephone, or video conference interpretation, Rent Board staff will contact the Contractor’s designated staff member via email or by phone with the date and time an interpreter is needed, the location of the interpreting session or their preferred telephonic or video remote application, the required language, and any other specifics related to the job. All communications will be performed electronically or by phone.

At least 24 hours before the interpreting session, Contractor shall send an Acknowledgement of Scheduling email to Rent Board staff with all the interpreting session details, including connection information for telephonic or video remote interpreting sessions, and await confirmation from Rent Board staff. Contractor will be available for weekend and evening activities as needed.

Each onsite interpreter will arrive 15 minutes prior to the scheduled interpreting session. They will have performed a temperature check prior to arrival, be dressed professionally, wear a mask as a COVID-19 precautionary measure, and follow any specifications provided by Rent Board staff. Telephonic and video remote interpreters will login at least 5 minutes prior to the call or video conference start time. Whether onsite, by phone or by video conference, the interpreter will perform simultaneous or continuous interpretation, as requested by Rent Board staff, and will remain objective and neutral throughout the meeting.

Contractor will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor will note any positive or negative feedback provided by Rent Board staff, such as whether to give preference to a specific interpreter in the future.

Activity No. 3: Interpretation for Petition Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Petition Hearings. Rent Board Hearings typically (but not always) commence on Tuesdays and Thursdays at 10:00 a.m. PDT. When requested to participate by teleconference, Contractor shall call into a telephone conference line provided by Rent Board staff, five minutes prior to the scheduled start of the Hearing, or closely thereafter, by entering an access code provided by Rent Board staff. Breaks during the Hearing often involve disconnection and then timely calling back into the same telephone conference line and using the same access code.

Activity No. 4: Interpretation for Appeal Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Appeal Hearings. Rent Board Appeal Hearings typically (but not always) commence at 5:00 P.M. PDT or shortly thereafter on the third Wednesday of the month. Contractor shall not bill at a higher rate for interpretation outside of normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 5: Interpretation for Counseling Sessions

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Counseling Sessions. Rent Board Counseling Sessions occur Monday – Friday during normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 6: Interpretation for Community Workshops

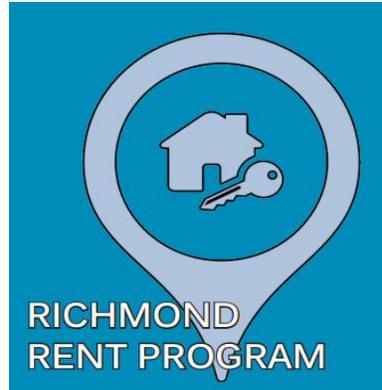
Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff, to provide simultaneous translation for Rent Program Community Workshops or similar events.

Conclusion

Staff members recommend approval of a contract for interpretation services with Interpreters Unlimited, in the amount of \$3,000 for the remainder of the 2020-21 fiscal year.

DOCUMENTS ATTACHED:

Attachment 1 – November 2020 Request for Proposals for Interpretation Services
Attachment 2 – Interpreters Unlimited Proposal
Attachment 3 – Proposed Contract



CITY OF RICHMOND RENT PROGRAM

**Richmond Fair Rent, Just Cause for Eviction, and
Homeowner Protection Ordinance (RMC 11.100)**

REQUEST FOR PROPOSALS FOR INTERPRETATION SERVICES

November 12, 2020

**CITY OF RICHMOND RENT BOARD
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
INTERPRETATION SERVICES**

The City of Richmond Rent Board (Rent Board) is soliciting proposals from qualified firms, agencies and/or individuals to provide primarily Spanish interpretation services for the Rent Board agency. The Rent Board desires to enter into an agreement for professional services with a qualified firm, agency or individuals who can demonstrate competency and experience in (1) providing interpretation support on an ongoing “as needed” basis for Hearings upon request from the client; (2) providing interpretation support on an ongoing “as needed” basis for Appeal Hearings upon request from the client; and (3) providing interpretation support on an ongoing basis ‘as needed’ basis for counseling sessions in languages other than Spanish.

Proposals must be submitted via the electronic BidsOnline system by **Friday, November 27, 2020, at 5:00 PM PDT**. If the Board finds it necessary to issue an addendum, prospective bidders will receive e-mail notification of an addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by **Monday, November 23, 2020, at 5:00 PM PDT**. It is the proposer’s responsibility to periodically check the BidsOnline website at www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

Interested parties may download copies of the above mentioned proposal by visiting the City's web site, www.ci.richmond.ca.us/bids. To download the RFP, new vendors will be required to register. Once the vendor downloads all documents relative to a solicitation, that vendor's name will appear on the Prospective Bidders list for that project and will receive any addenda or notifications relating to the RFP.

INTRODUCTION

The following provides general information and instructions for applying for funds from the City of Richmond Rent Board for the services described below to be performed in the remainder of Fiscal Year (FY) 2020-2021 and FY 2021-2022. This document contains the requirements that all proposers must satisfy and/or complete.

Through this Request for Proposals (RFP), the Rent Board invites qualified firms, agencies and/or individuals to provide primarily Spanish interpretation services to meet the specific needs of the Rent Program agency. The goals of the interpretation services are to (1) provide interpretation for Hearing Unit Hearings; (2) provide interpretation support for Rent Board Appeal Hearings; and (3) provide interpretation for Richmond Rent Program counseling sessions in multiple languages other than Spanish.

Utilizing funds provided by the Rent Board’s Residential Housing Fee, this RFP seeks to contract with a firm, agency and/or individuals to meet the goals of this RFP. The Rent Board expects to award a contract according to the table set forth below.

Table 1. Available Funds in Fiscal Year 2020-21

PROGRAM	MAXIMUM AWARD	FUNDING SOURCE	APPROXIMATE NUMBER OF AWARDS
Interpretation Services	Up to \$15,000	FY 2020-21 and FY 2021-22 Rent Board Budgets <i>(funded by the Residential Rental Housing Fee)</i>	1

Funding for the requested services will be provided for the remainder of the 2020-21 Fiscal Year and the 2021-2022 Fiscal Year with the option to extend at the Rent Board’s sole discretion and contingent upon funding availability and performance. The Rent Board’s contracts are typically based on the fiscal year calendar, July 1 to June 30. The Rent Board expects the agreement to be executed in early 2021, following the Rent Board’s approval of the contract.

The selected proposer(s) will be required to enter into an agreement with the Rent Board containing the terms and conditions set forth in Attachment A: City of Richmond Rent Board Standard Contract. If you have any exceptions to the standard terms and conditions, you must note them in your proposal; otherwise, none will be considered or granted.

The Rent Board reserves the right to accept or reject any item or group(s) of items of a response/proposal. The Rent Board also reserves the right to waive any informality or irregularity in any proposal. Additionally, the Rent Board may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The Rent Board shall not be obligated to respond to

any proposal submitted, nor be legally bound in any manner by submission of the proposal. The Rent Board is not required to accept the proposal with the lowest price. Responses will be evaluated to determine the most advantageous proposal based on a variety of factors as discussed herein. The Rent Board reserves the right to negotiate with any or all proposers on cost proposals, assigned staff and program deliverables.

The Rent Board reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the proposer. The Rent Board reserves the right, without limitation, to execute an agreement with one or more proposers based solely on the proposal and any approved additions, and to enter into a separate agreement with another agency in the event that the originally selected proposer defaults or fails to execute an agreement with the Rent Board.

BACKGROUND

The City of Richmond Rent Board was established following voter approval of Measure L in November 2016. The Richmond Rent Board is charged with implementation of the Rent Ordinance and the Richmond Rent Program is an extension of the Richmond Rent Board, charged with the administration of the Rent Ordinance. An estimated 19,259 rental units throughout the City of Richmond are covered by the Rent Ordinance.

The Rent Ordinance, found in Richmond Municipal Code Section 11.100, and its companion Regulations, aims to “promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return.” To achieve its purported goal, the Rent Ordinance regulates both rents and evictions for those rental units that are covered by the Rent Ordinance’s provisions.

The Rent Ordinance authorizes both Landlords and tenants to submit Petitions with the Richmond Rent Program seeking either an additional increase in rent due to a lack of Fair Return or decrease in rent due to an uninhabitable premise or decrease in services among other reasons. Hearings are noticed after Petitions are deemed complete and the opposing party has had the opportunity to object to the Petition. Hearings are held on Tuesdays and Thursdays when noticed and parties can request interpretation services prior to the day of the Hearing. Most Hearings also include an opportunity to discuss Settlement immediately prior to starting a formal Hearing. A formal Hearing will result in a Hearing Examiner’s Decision which is appealable to the Richmond Rent Board. Appeal Hearings are noticed and scheduled during a regular Richmond Rent Board Meeting on the third Wednesday evening of the month. Parties can request interpreter services for the Appeal Hearing.

Richmond Rent Program participants generally start to know and exercise their rights through highly trained counselors that answer questions, explain the Petition process and assist throughout that process. Most counselors are bilingual in English and Spanish. Counselors, working with the public between 9:00 a.m. to 4:00 p.m. PDT regularly need interpretation services in languages other than Spanish. The required interpretation services could be accessed by appointment or upon immediate request.

SUMMARY OF REQUESTED SERVICES AND DELIVERABLES

The Rent Board intends to obtain the interpretation services by a Contractor to provide the following services upon request through June 30, 2022:

- (1) Provide interpretation support (primarily, but not exclusively, from Spanish to English and English to Spanish) on an ongoing “as needed” basis for Richmond Rent Program Hearings upon request from the client. Spanish is the predominant language requested by Hearing participants in need of interpretation. Other languages may require interpretation for participants upon request. Richmond Rent Program Hearings are generally scheduled on Tuesday and Thursday mornings at 10:00 a.m. PDT and may last until as late as 4:00 p.m. PDT with appropriate breaks.
- (2) Provide interpretation support (primarily, but not exclusively, from Spanish to English and English to Spanish) on an ongoing “as needed” basis for Rent Board Appeal Hearings upon request from the client. Richmond Rent Board Appeal Hearings are generally scheduled on the third Wednesday evening of each month starting at 5:00 p.m. PDT or thereafter and last until the Appeal Hearing is concluded.
- (3) Provide interpretation support (for language needs other than Spanish) on an ongoing “as needed” basis for Richmond Rent Program counseling sessions. Richmond Rent Program counseling sessions are generally scheduled Monday through Friday during regular business hours.

PROPOSAL SUBMISSION REQUIREMENTS AND CRITERIA

The proposal must contain the following specific information. Any additional information that the prospective Contractor wishes to include should be included in an appendix to the proposal.

1. Cover Letter: Letter of transmittal signed by an individual authorized to bind the proposing Contractor stating the prospective Contractor has read and will comply with all terms and conditions of the RFP.
2. Organizational Background: General information about the prospective Contractor, including the size of their organization, location of office(s), number of years in business, organizational chart, name of owners and principal parties, and the number and position titles of staff.
3. Scope of Services: Include a detailed description of the components of interpretation services by telephone conference, videoconference, and in person. Please include a list of the languages that may be provided and, for interpretation by telephone and videoconference, an explanation of your ability to work with various platforms (e.g. Zoom, Webex, etc.) and how you manage technological issues such as dropped calls.
4. Firm and Personnel Experience: Qualifications of staff proposed for the assignment, their position in the firm or agency, and types and amount of equivalent interpretation experience. Be sure to include any municipal agencies they have worked with and their level of involvement.
5. Relevant Experience: List of interpretation services which your firm or personnel have completed within the last five (5) years. Information should include project description, year completed, client name, along with a person to contact and his/her telephone number.
6. Sub consultants: Identification is required for any contemplated sub consultants to be used, with the identification of personnel to be assigned, their qualifications, education, and representative experience.
7. References: Please submit a list of references comprised of a listing of work similar to that identified in this RFP.
8. Fee Schedule: The fee schedule shall include the hourly or any other rates for each personnel category to be used on the project and/or fee for each deliverable. The fee schedule shall include the proposed fees and availability for each deliverable.
9. Conflict(s) of Interest: Agencies submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interests that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided. If a firm has no conflicts of interest, include a statement to that effect in the proposal.
10. Proof of Insurance: Please submit proof of general liability insurance and/or errors and omissions insurance concerning the interpretation services to be provided.

TIMELINE AND PROCESS

The following is the anticipated timeline related to this RFP. Please note that this timeline may be amended if the Rent Board deems it necessary.

Table 2. Proposed Timeline

PROPOSED DATE	ACTION
Thursday, November 12, 2020	Release of RFP
Friday, November 20, 2020	Last day to submit questions regarding the RFP
Friday, November 27, 2020	Responses to RFP due
Week of November 30, 2020	Panel reviews proposals and submits recommendation to Executive Director; Executive Director selects desired Contractor
Monday, December 7, 2020	Selected Contractor is notified
Week of December 7, 2020	Agreement is negotiated
Wednesday, December 16, 2020	Rent Board approves contract
Monday, January 4, 2021	Contract commences

DEADLINE TO SUBMIT RFP QUESTIONS

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by **Friday, November 20, 2020, at 5:00 p.m. PDT**. If the Board finds it necessary to issue an addendum, prospective bidders will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by **Monday, November 23, 2020, at 5:00 p.m. PDT**. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

The Board reserves the right to respond to these questions in a limited fashion or not all. Additionally, please note that the Board does not intend to address specific questions but rather clarify issues regarding the substance of this RFP.

SUBMISSION INSTRUCTIONS

Electronic Proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Contractor is solely responsible for "on time" submission of their electronic proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The Richmond Rent Program will only receive those proposals that were transmitted successfully no later than **Friday, November 27, 2020, at 5:00 p.m PDT.**

EVALUATION OF PROPOSAL

The Board will create a Rent Program Interpretation Services Review Committee to evaluate timely submitted proposals. The Committee will be comprised of neutral Richmond Rent Program Staff members. All proposals should provide sufficient and concise information to permit sufficient review and adequate evaluation. Proposals shall be reviewed in four general phases:

1. All proposals will be evaluated based on the proposal submission requirements and criteria.
2. The Rent Program Interpretation Services Review Committee shall rate and compose a short list of proposers based on the submission requirements and criteria.
3. Fee proposals will be reviewed and evaluated.

The Richmond Rent Program will adhere to the criteria on the following page when evaluating any and all proposals.

Table 3. Evaluation Criteria

TECHNICAL EVALUATION CRITERIA	ALLOCATED POINTS
Thoroughness and understanding of the tasks to be completed	15
Provider's expertise and overall experience of personnel assigned to the work	25
Time availability to accomplish the requested services	25
Public sector experience in a municipal setting, conducting similar services	10
Fee Proposal	25
TOTAL	100

The proposal(s) with the highest score(s) will not automatically be awarded a contract. In making the final selection of a service provider, the Executive Director of the Richmond Rent Program will consider the Committee's scoring, proposers' past performance, if applicable, Fee Proposal, and the Richmond Rent Board's overall needs. A contract may be awarded to a proposer who does not submit the lowest Fee Proposal. The amount to be awarded is in the full discretion of the Executive Director of the Rent Program, who will at the very least consider funding availability and the City of Richmond Rent Board's needs before selecting an amount to award.

NOTICE OF AWARDED CONTRACT

All proposers will be notified via email of the Richmond Rent Board's decision to award a contract to one or more proposer(s). The notice shall state the name of the organization(s), entities and/or individuals who are awarded the contract, the amount of funds awarded, and the right of any proposer to appeal. Notice of the awarded contract shall be given no later than **Tuesday, December 8, 2020 at 5:00 PM PDT**. If a proposer chooses to appeal, the appeal must be made in writing and emailed to the City of Richmond Rent Program, Attn: Cynthia Shaw, at cynthia_shaw@ci.richmond.ca.us.

All appeals must be submitted within seven (7) calendar days from the date that the Notice of Awarded Contract is emailed to the proposers. The appeal must contain the name, street address, email address, and signature of the person submitting the appeal. The appeal must be based on either:

- 1) Abuse of process by members of the Rent Program Interpretation Services Review Committee
- 2) Misconduct by members of the Rent Program Interpretation Services Review Committee; and/or
- 3) Abuse of discretion by members of the Rent Program Interpretation Services Review Committee.

All appeals must be accompanied by competent evidence for adequate disposition. Failure to plead and substantiate one or more of the above allegations will result in the denial of the appeal. The Executive Director will respond to all appeals within fourteen (14) calendar days. The Executive Director's decision is final and there is no further appeal process concerning his/her decision after it is rendered.

OTHER TERMS AND CONDITIONS

Conditions

The Rent Board will not pay any costs incurred by the prospective Contractor in preparing or submitting the proposal. The Rent Board reserves the right to revise and/or cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP. The Rent Program, upon its determination, further reserves the right to waive any informality or irregularities in any proposals received, if it is in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made as a result of the RFP, shall be at the sole and absolute discretion of the Rent Program. This RFP does not constitute any form or offer to contract.

The prospective Contractor, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. This RFP does not commit the Board to award a contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposal submitted in response to this RFP becomes the property of the Board and public records and, as such, may be subject to public review.

Indemnification

The successful Contractor must agree to defend, indemnify, and hold harmless the Rent Board, its officers, officials, agents and employees and volunteers from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Agency, its subcontractor, consultants, agents or employees.

Insurance Requirements

The Agency shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in Attachment 2 of this Request for Proposals within ten (10) calendar days of notification of selection for award of this Agreement.

Business License Requirement

The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

Compliance with City Ordinances

The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance ([Richmond Municipal Code \(RMC\) Chapter 2.28](#)), Business Opportunity Ordinance ([RMC Chapter 2.50](#)), Local Employment Program Ordinance ([RMC Chapter 2.56](#)), Living Wage Ordinance ([RMC Chapter 2.60](#)) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications (“Ban the Box”) ([RMC Chapter 2.65](#)), which are incorporated into the Contract Documents by this reference.

ATTACHMENTS

Attachment A – City of Richmond Rent Board Standard Contract

Attachment B – Insurance Requirements – Type 2 – Professional Services

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

ATTACHMENT 1

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
Vendor No: PR No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond Rent Board (herein referred to as "Rent Board") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____ Email: _____

Business License No: _____ Expiration Date: _____

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____, other [specify:] _____

2. **Term.** The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
- 10. Signatures. These signatures attest the parties' Contract hereto:

RENT PROGRAM

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title:

By: _____

I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

Title: _____

Date Signed: _____

By: _____

Board Clerk

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____

Board Legal Counsel

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

- Service Plan
- Payment Provisions
- Authorized Representatives and Notices
- General Conditions
- Special Conditions
- Insurance Provisions
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

**EXHIBIT A
SERVICE PLAN**

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated (INSERT AMOUNT PER MONTH) and will submit monthly invoices in accordance with the procedures as provided below.
2. Under no circumstances shall Contractor bill for travel time, unless pre-approved by the Executive Director of the Richmond Rent Program or their designee.
3. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the RENT BOARD. Contractor may be required to provide back-up material upon request.
4. Contractor shall submit timely invoices to the following address:

Attention: Richmond Finance Department - Accounts Payable
Project Manager: _____
P.O. Box 4046
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the Executive Director, Nicolas Traylor, before payments shall be authorized.
6. The RENT BOARD will pay invoice(s) within 45 days after completion of services to the RENT BOARD satisfaction. The RENT BOARD shall not pay late fees or interest.
7. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
8. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the RENT BOARD. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 City hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

**EXHIBIT E
SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

**EXHIBIT F
INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

This page intentionally left blank

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless RENT BOARD from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. Contractor further agrees to assist RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT BOARD shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not

transferable, to waive such rights. Contractor shall further assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints RENT BOARD, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice.
6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.
7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the RENT BOARD, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The

Contractor's accounting and control systems shall be satisfactory to RENT BOARD. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The RENT BOARD shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit RENT BOARD and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow RENT BOARD access to the record keeping and accounting personnel of Contractor.

RENT BOARD further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract. Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the RENT BOARD or Executive Director of the Richmond Rent Program, may authorize extra and/or changed work. Contractor expressly recognizes that other City of Richmond personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify RENT BOARD or the Executive Director of the Richmond Rent Program of the fact. The RENT BOARD or the Executive Director of the Richmond Rent Program shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does constitute extra work, RENT BOARD shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between RENT BOARD and Contractor and executed by Contractor and the

Executive Director of the Richmond Rent Program.

In the event RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by the Executive Director of the Richmond Rent Program staff, said determination may be appealed to the RENT BOARD; provided, however, a written appeal must be submitted to the Executive Director of the Richmond Rent Program within five (5) days after the determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that RENT BOARD's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. RENT BOARD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that RENT BOARD, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from RENT BOARD.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by RENT BOARD; provided, however, that RENT BOARD may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, RENT BOARD and or Executive Director of the Richmond Rent Program may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to RENT BOARD. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by RENT BOARD in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment

shall be transferred and assigned to RENT BOARD. Additionally, in the event of termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, RENT BOARD or Executive Director of the Richmond Rent Program may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no RENT BOARD official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to RENT BOARD forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification. (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the RENT BOARD, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct,

negligent acts, errors or omissions, ultra-hazardous activities, activities of a dangerous nature, or liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the RENT BOARD, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the RENT BOARD, the RENT BOARD and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the RENT BOARD is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the RENT BOARD by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the Rent Board. No official or employee of the RENT BOARD shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code

("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to RENT BOARD documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the RENT BOARD for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the RENT BOARD's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the RENT BOARD's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the RENT BOARD or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of RENT BOARD, which approval may be withheld in RENT BOARD's sole and absolute discretion. In the event that RENT BOARD, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to RENT BOARD upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining RENT BOARD's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and RENT BOARD may be used to assist in the interpretation of the Exhibits to this Contract.

22. Modifications and Amendments. This Contract may be modified or amended only by a

change order or Contract Amendment executed by both parties and approved by the Executive Director of the Richmond Rent Program or designated Staff Attorney.

23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and RENT BOARD reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of RENT BOARD, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such

service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the RENT BOARD under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by RENT BOARD to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against RENT BOARD hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the RENT BOARD shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
36. Authority. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this Contract on behalf of RENT BOARD. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on

behalf of Contractor, and shall be personally liable to RENT BOARD if not authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the RENT BOARD relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the RENT BOARD be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance. Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract. Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

RENT BOARD shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the RENT BOARD and the cost thereof shall be charged to Contractor.

If warranted, RENT BOARD shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, RENT BOARD shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to RENT BOARD a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

**City of Richmond - Insurance Requirements - Type 2:
 Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond - Insurance Requirements - Type 2:
Professional Services**

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

This page intentionally left blank



City of Richmond, Rent Board Program RFP for Interpretation Services



making connections nationwide

Electronic
Copy



interpretation



translation



transportation



sign language

ITEM F-5 ATTACHMENT 2

Cynthia Shaw
City of Richmond
Rent Board Program
Cynthia_shaw@ci.richmond.ca.us

November 25, 2020

Dear Ms. Shaw,

Interpreters Unlimited is grateful for the opportunity to submit a response to your solicitation for Interpretation Services for the City of Richmond Rent Board Program.

As a **business focused on ensuring that all individuals, including children and families in limited English proficiency communities, have equal access to government services and programs**, IU Group brings **our experience, our reliability, and our commitment to customer satisfaction** to all our language services.

For 50 years, we've worked to provide quality interpretation and translation services to a wide array of industries, all to support our core goal of overcoming communication barriers in public life. This mission means that **it is not enough to just earn your business; we want to earn your trust**.

IU Group does this by providing reliable and exemplary language services, and by putting our clients *first*, something we believe separates us from our competitors. With IU, you get:

- A **live person to speak with** when calling our offices or tech support, along with a dedicated management staff accessible 24 hours a day, seven days a week.
- A national network of **9,000+ skilled interpreters and translators**
- A **50-year track record** of providing exceptional customer service, fulfilling language services, and conforming to contract specifications
- An easy to use **Portal to Portal interface called IU Match Connect**
- **Performance Guarantees** for all of our services

If you have any questions or concerns, please do not hesitate to contact me. We look forward to the chance to provide language interpretation services for City of Richmond Rent Board Program.

Respectfully,



Shamus Sayed, Chief Operations Officer
(858) 866-1130
shamus.sayed@iugroup.com

Table of Contents

Organizational Background

Company Information	1
➤ What Makes IU Different	1
➤ What Makes IU Successful	2
➤ What Makes IU a Great Partner	2
➤ Financial Stability	3
➤ Our Performance Guarantees	3
➤ IU and YOU	4
Organizational Chart	5

Scope of Services

Scheduling an Interpreter	6
➤ Interpretation Process	6
➤ IU Match Connect: Interpreters Unlimited’s Client Portal	7
Scheduling Time Frames	13
➤ Continuous/Routine Interpretation	13
➤ Expedited On-Site Interpretation	13
➤ Critical On-Site Interpretation	13
➤ Alert Systems	14
➤ On-Site Interpretation Assignment Sheet	14
Telephone Interpretation	15
➤ Telephone Interpretation Workflow	16
➤ Telephone Interpretation Workflow Chart	17
Scheduled Virtual Interpretation	18
➤ Virtual Video Hosting Platforms	18
➤ Scheduling Process	18
➤ Interpreter Training and Qualifications	19

Firm and Personnel Experience

Interpreter Qualifications.....20

- IU Group’s 5 Step Process for Recruiting Interpreters21

Professional Qualifications30

- Key Personnel Resumes31

Quality Assurance Plan37

- Quality Assurance Department.....38
- Problem Reporting and Coordination Procedures.....39
- Problem Resolution Work Flow Chart40
- Collecting and Documenting Feedback41
- Customer Feedback Form42
- Professional Commitment43
- Privacy and Confidentiality44

Relevant Experience

Project Examples46

Subconsultants (N/A)

References

References.....47

Fee Schedule

Pricing48

Language List50

Conflict of Interest

Conflict of Interest Statement51

Proof of Insurance

Certificate of Insurance52

Company Information

In 1970, **Interpreters Unlimited (IU)** was established with the mission to provide solutions when language creates a barrier in communication. **Our expansive network of language experts and accurate, on-time service have propelled IU to the forefront of a growing industry.** Furthermore, with our mergers and expansions, **IU now has over 80 years of combined experience.**

Our goal is to deliver superior interpretation and translation services nationwide, especially to members of underserved limited English proficiency populations who need access to government, medical and legal services. And with **49 years in business out of San Diego corporate office alone**, IU has worked to fulfill this mission; our database, which currently contains a large pool of over **9,000 interpreters across the nation**, offers on-site, telephone, and video remote interpretation in over 200 languages, as well as document translation for all your written communication needs.

What Makes IU Different

Our Philosophy

- A **happy client is our goal**: we build productive working relationships
- IU offers top tier customer service—**with a 99% Fill Rate for all referrals**

Our History

- Providing complete **language solutions in over 200 languages since 1970**
- 50 years of **proven track record**, with 30+ years of success in Florida, and 20+ years Arkansas

IU has managed hundreds of simple to complex contracts for agencies and organizations across the nation, **from providing State departments with high quality interpreters to planning corporate events with full simultaneous conference interpretation to providing schools with reliably translated documents.** We currently service over 1600 contracts and continue to experience year over year growth.

Our expansive network of language experts and accurate, on-time service have propelled IU to the forefront of a growing industry. Furthermore, with our mergers and expansions, **IU now has over 80 years of combined experience.** IU is privately held and registered as a small, disadvantaged and minority owned enterprise. Interpreters Unlimited is **headquartered in San Diego, California** with regional offices

located in **Little Rock, AR, Charlotte, NC, Colorado Springs, CO** as well as in both the **Fort Lauderdale and Orlando, FL** areas, making **us a nationwide presence.**

What Makes IU Successful

Technologically Driven

- Proven launch of a **robust, new, open ERP platform system IU MATCH CONNECT**
- **Advanced EDI capabilities** increase our productivity
- **New Smartphone App IU Connect Pro** can **request and track interpreters in real-time**

Corporate Infrastructure

- We make **Management accessible** 24 hours a day, 7 days a week, 365 days a year
- **IU Match Connect** streamlines scheduling, performance reporting, and accounting histories
- Off-site **data security back-up** enabled that guarantees stability and recovery

Because IU believes that everyone deserves to participate fairly and equally in our social and civic worlds, **the language services we offer are part of our mission to better our community and help our fellow citizens.** The support we provide to our clients and their communities helps us achieve our mission.

What Makes IU A Great Partner

Staff Experience

- **80% of employees are bilingual** and domestically located
- Offering **over 9,000+ professionally skilled linguists** nationwide
- Our Sign Language interpreters certified by the **Registry of Interpreters for the Deaf (RID)**
- On-going training, testing, and professional development opportunities

Community Commitment

- Interpreters Unlimited donates 2% of its profits to charities local to the contracting entity
- Charity donation focuses on underserved communities

IU is Financially Solvent

As a multimillion-dollar company, Interpreters Unlimited has the **financial stability and depth of resources to fully support the contract**. IU employs Generally Accepted Accounting Principles (GAAP) for its record keeping and carefully monitors operating cash flow and corporate liquidity. By maintaining a sound pricing structure and providing excellent customer service, Interpreters Unlimited has continued to grow and expand its services and staff. Our commitment to our clients has allowed us to secure our future financial success:

- Favorable Current Ratio
- Favorable Debt to Income Ratio
- Year-over-Year of profitability / year after year growth
- One of the largest grossing language services companies
- Letters of Reference from financial institutions available upon request
- Ability to obtain Performance Bond

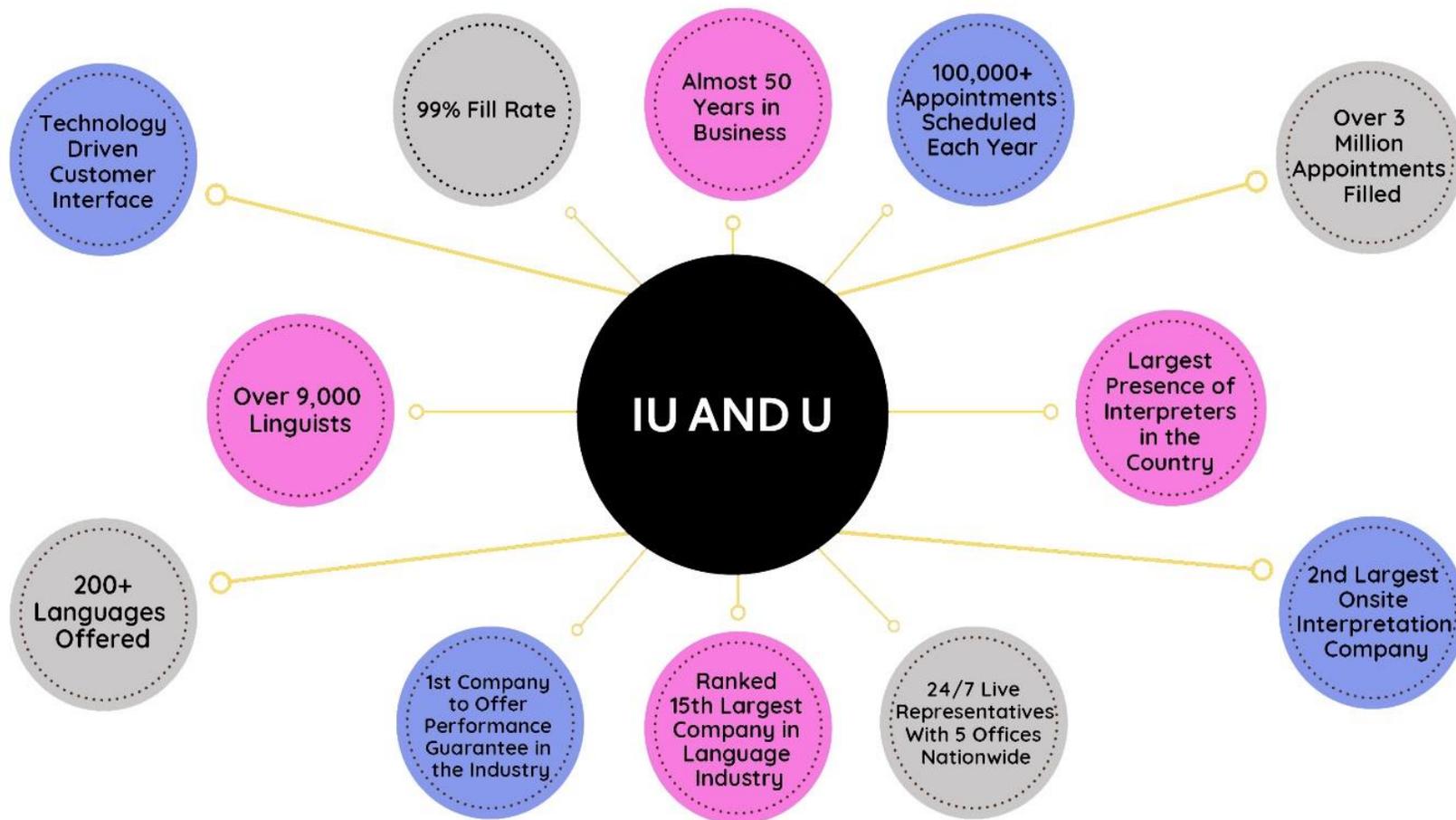
Furthermore, Interpreters Unlimited believes in working to build and maintain a **corporate culture of inclusion**, and we are proud of our success. We **employ key diversity strategies and policies** that expand and embrace the variety of backgrounds, talents, and experiences our employees contribute to the language service industry. **Ultimately, these practices reaffirm the corporate mission articulated by Interpreters Unlimited's slogan: making connections nationwide.**

Our Performance Guarantees

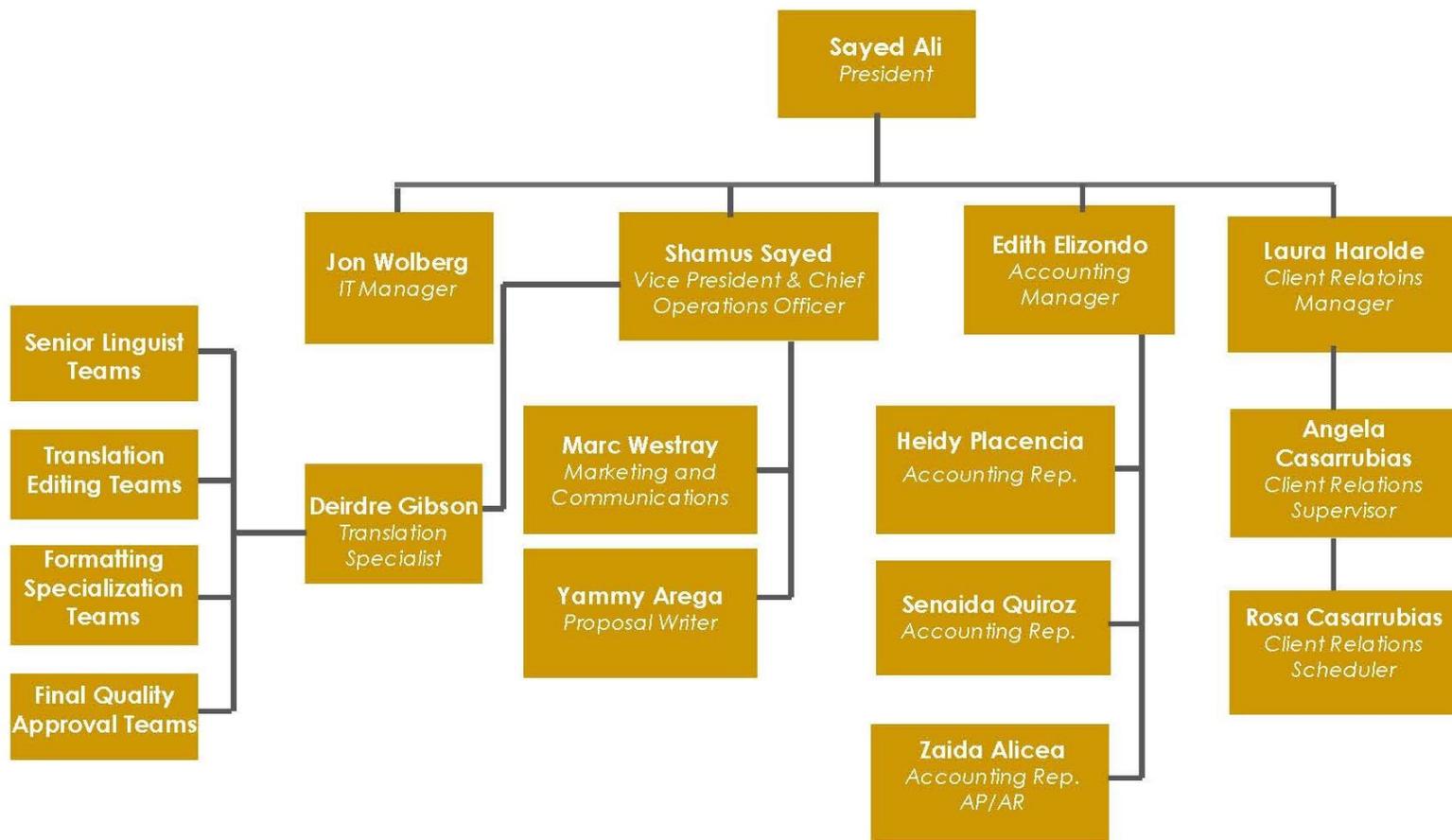
IU offers the following guarantees for all of services provided:

- A **live representative** to answer EVERY call – 24 hours a day, 7 days a week.
- Should any linguist be 30 minutes or more late, or if they do not show up at all, **then the first two hours of the next appointment are free.**
- All **Over-the-Phone connections** to an interpreter will be made **within 60 seconds**, or the next 15 minutes are free.
- All **Video Remote Interpretation connections** will be made **within 60 seconds, or the next 5 minutes** are free.

IU and YOU: Interpreters Unlimited Has Your Back



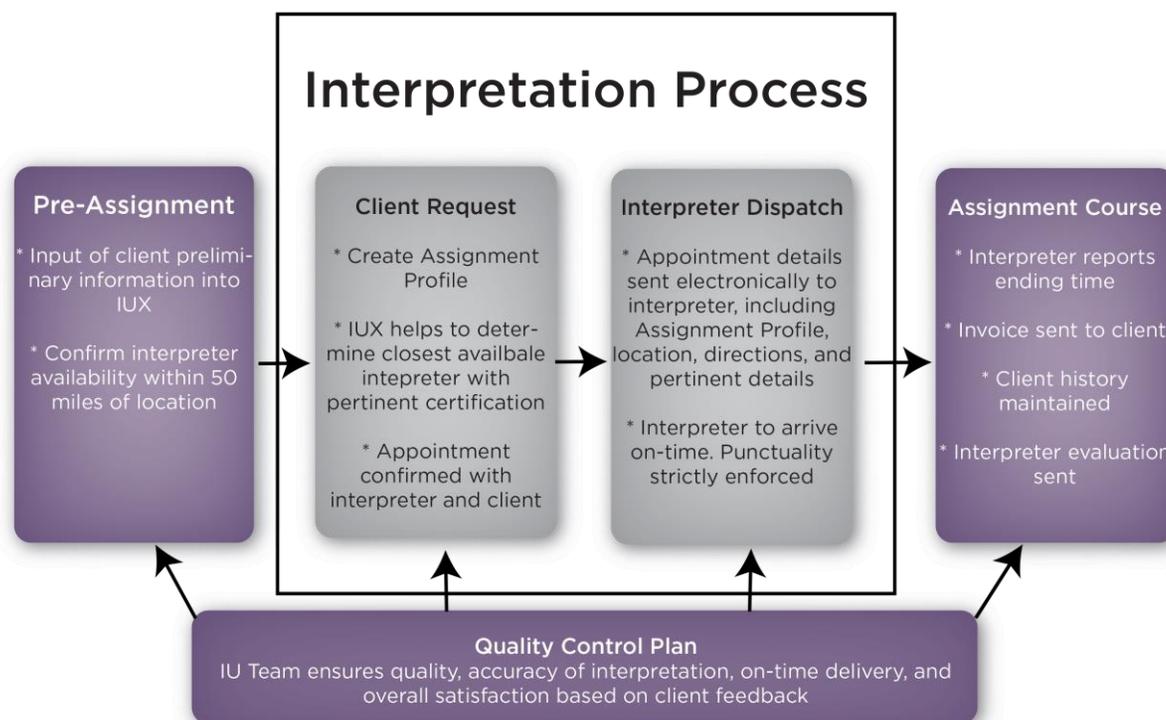
Organizational Chart



Scheduling an Interpreter

Using IU Match Connect

Interpreters Unlimited provides direct services to customers by personally assessing assignments, obtaining necessary information, drawing conclusions and recommending and/or implementing courses of action in accordance with normal practices and procedures. We currently have a workflow process in place to assure the needs of the clients are met:



IU Match Connect: Interpreters Unlimited's Client Portal

To manage and organize all these functions we utilize a proprietary program that was specifically designed to meet the needs of Interpreters Unlimited. IU MATCH CONNECT, Interpreters Unlimited's proprietary software system, allows us to manage every aspect of our business:

- All aspects of interpreters and translators, from scheduling and payment to annual 1099 tax form generation
- 72/48/24 Hour Interpreter Status Notifications – minimizing no-shows and ensuring on-time arrival
- Multiple assignments throughout the country
- Customer Relations Management
- Quality Assurance and Monitoring
- Accounting
- Client Reports
- Human Resources

In 2017, Interpreters Unlimited did a major upgrade to all systems, including our web access for clients. The result is the client portal we call IU Match Connect. After having examined how IU MATCH CONNECT functions on our side, we can look at how IU Match Connect is designed to enable our clients to consolidate basic, everyday tasks that would normally be completed over the phone—a process that perpetuates a 'greener' and more efficient work flow. This client portal, **IU Match Connect**, allows clients to:

- Enter appointments at convenience, saving time spent calling in.
- View appointment history, regardless if method of entry (phone, fax or web), allowing you to gather valuable patient trends to maximize your services.
- See LEP/client history, sorted by LEP/client, which will assist in interpreter scheduling and assignment grouping, saving money.
- Ability to authorize appointments, saving the time needed to call.
- Visibility of all assignments, by all users, allowing management reporting needs.

Our goal is to create complete transparency in the request process. Requesting an interpreter should be easy and trackable, every step of the way. This keeps you, your stakeholders and most importantly, the limited-English speaking client whom we mutually serve, informed.

Secure Login Portal: The login screen can be accessed by any web browser (IE 9 and higher, Google Chrome and FireFox). Connection is via 128-SSL encrypted connection. From this moment forward, all access is HIPAA/HITECH compliant. Login information is provided by our Customer Relations Team.

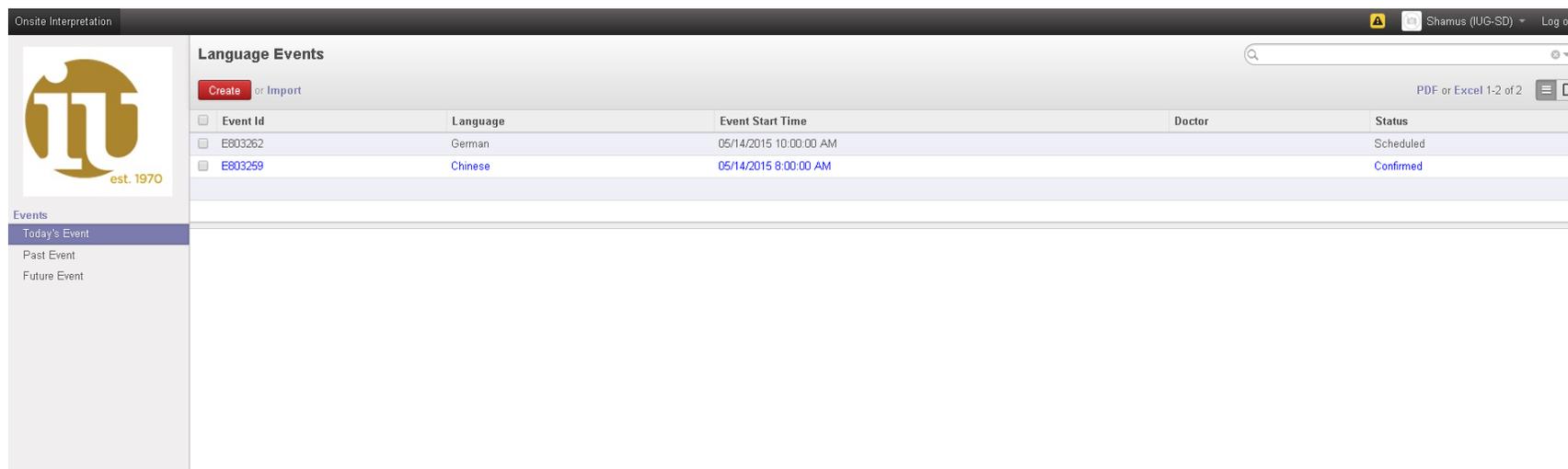


Username

Password

[Reset password](#)

Home: Upon login, this is the first screen to appear and it will be the dashboard to access all tasks. From here, one can request a new appointment, view appointments scheduled in the past, today and future.



The screenshot shows the 'Onsite Interpretation' dashboard. At the top left is the logo for 'iu est. 1970'. The main heading is 'Language Events'. Below the heading are two buttons: 'Create' (in red) and 'Import'. To the right of these buttons is a search bar and a link to 'PDF or Excel 1-2 of 2'. Below this is a table with the following data:

Event Id	Language	Event Start Time	Doctor	Status
E803262	German	05/14/2015 10:00:00 AM		Scheduled
E803259	Chinese	05/14/2015 8:00:00 AM		Confirmed

On the left side of the dashboard, there is a sidebar with the following options: 'Events', 'Today's Event', 'Past Event', and 'Future Event'. The 'Today's Event' option is currently selected.

From this screen, you can also export this view/list into an MS Excel and PDF format for reporting purposes.



Create: This screen allows you to request a new interpretation appointment. It provides a clear and concise organization of all the information required to enact an appointment. After completing the form and clicking the "Save" button, a notification of confirmation will appear with the appointment's reference number.

Onsite Interpretation



Language Events

[Create](#) or [Import](#)

<input type="checkbox"/>	Event Id	Language
<input type="checkbox"/>	E803262	German
<input type="checkbox"/>	E803259	Chinese

Event Type | Language

Billing Info | Order Info

Ordering Customer Interpreters Unlimited
CA
United States

Ordering Contact Id Shamus Sayed, Interpreters Unlimited

Patient/Client

If no Patient or Client name, please fill description of Project

Project

Language

Created By Shamus

Phone

Fax

Event Date

Start Time 00 : 00 PM

End Time 00 : 00 PM

Location of Appointment

Customer Note
Put a note...

Today: This screen shows a listing of appointments taking place today that you have requested. Consolidating these appointments allows you to help manage your daily tasks, reference interpreters names booked to each appointment, review precise appointment locations and—should your presence be required in an appointment—help decipher your day’s schedule.

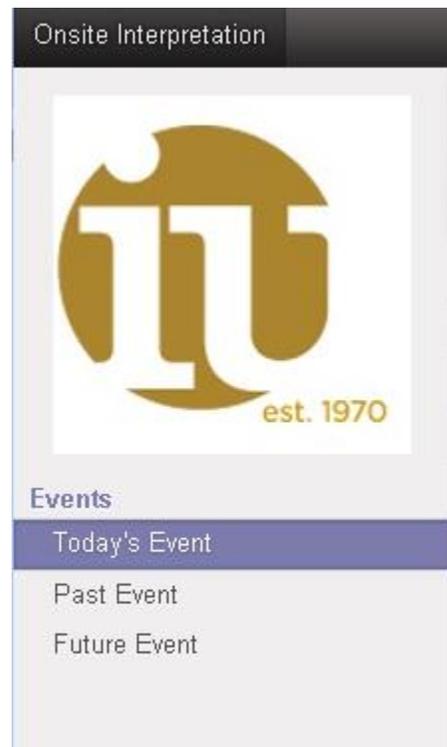
The screenshot displays the 'Language Events' page. At the top left is the IU logo with 'est. 1970'. Below it is a sidebar with 'Events' and sub-options: 'Today's Event' (selected), 'Past Event', and 'Future Event'. The main area is titled 'Language Events' and includes a search bar, a 'Create or Import' button, and a 'PDF or Excel 1-2 of 2' export option. The table below has the following data:

Event Id	Language	Event Start Time	Doctor	Status
E803262	German	05/14/2015 10:00:00 AM		Scheduled
E803259	Chinese	05/14/2015 8:00:00 AM		Confirmed

You can sort by language requested, event start time and view status of your appointment, **answering the question , “Do I have an interpreter today?”**

Language	Event Start Time	Status
German	05/14/2015 10:00:00 AM	Scheduled
Chinese	05/14/2015 8:00:00 AM	Confirmed

Future / Past: These buttons, placed at the far bottom left of the Home screen, allow you to review every appointment that has been requested. This functionality includes appointments requested over phone, email and over IU Match Connect. You have full visibility of *every* appointment you've requested.



Scheduling Time Frames

- All scheduling information will be viewable at any time by logging into **IU Match Connect** – IU’s proprietary online appointment system. If IU is unable to fill the request by the time identified, IU will inform the Requesting Agency/Requesting Entity.

Continuous/Routine Interpretation

Upon request of a *Routine* interpretation work order—a request received with **more than 24-hour notice**:

- IU will send a confirmation email within two hours to the Requesting Agency/Requesting Entity verifying the work order has been received.
- IU will immediately begin filling the work order request.
- Upon interpreter confirmation, IU will then send an email with all appointment information including an Event Reference Number and Interpreter Name to the Requesting Agency/Requesting Entity.

Expedited On-site Interpretation

Upon request of an *Expedited* interpretation work order—a request received with **less than 24-hour notice**:

- IU will **immediately** send a confirmation email to the Requesting Agency/Requesting Entity verifying the work order has been received, and begin filling the request.
- Once an interpreter is confirmed, IU will phone the Requesting Agency/Requesting Entity (as well as send an email) with all appointment information including an *Event Reference Number* and *Interpreter Name* Requesting Agency/Requesting Entity.

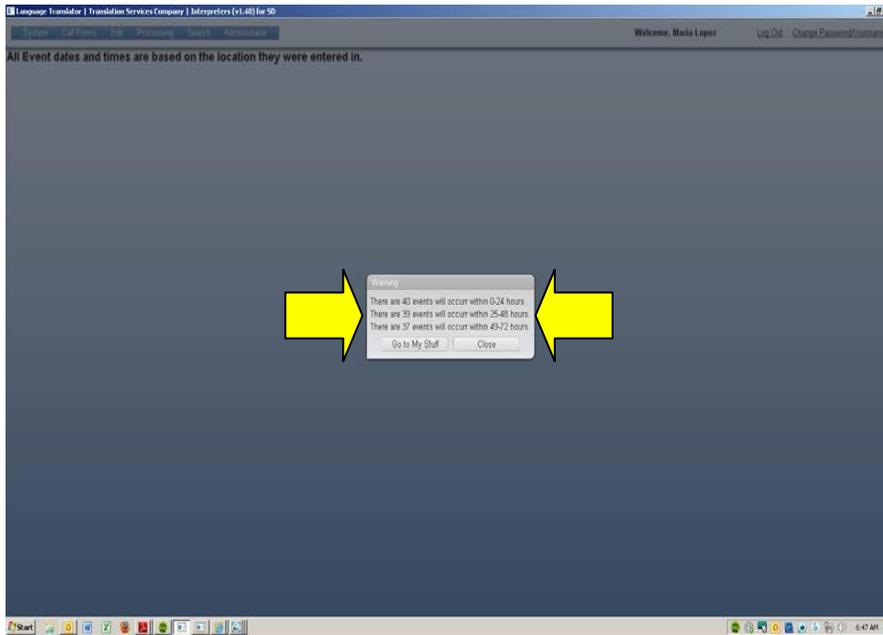
Critical On-site Interpretation

Upon request of a *Critical* interpretation work order—a request received with **6-24 hour notice**:

- IU will **immediately** send a confirmation email to the Requesting Agency/Requesting Entity verifying the work order has been received, and immediately begin filling the request.
- Once an is confirmed, IU will phone the Requesting Agency/Requesting Entity (as well as send an email) with all appointment information including an *Event Reference Number* and *Interpreter Name* to the Requesting Agency/Requesting Entity.

Alert Systems

Furthermore, as you can see below, we have a 24/48/72 hour alert system in place.



When schedulers are alerted to upcoming appointments, they send a **text message to the interpreter** to confirm the upcoming date and time, and then send a **confirmation email to the client**. This built-in redundancy is another example of Interpreters Unlimited's commitment to organization and client satisfaction.

On-Site Interpretation Assignment Sheet

IU will provide all on-site interpreters with an **On-Site Assignment Sheet** with Section A already completed to take with them to each interpretation session. Interpreters will then complete Section B and attain approval signature from an authorized representative. This On-Site Assignment Sheet will be submitted with its corresponding invoice for billing verification.

(Remainder of this page intentionally left blank)

Telephone Interpretation

The Interpreters Unlimited advanced telephone interpretation system is designed to streamline all facets of an incoming interpretation call. It is available **24 hours a day, 7 days a week, 365 days a year**. Interpreters Unlimited's on-demand telephonic interpretation service includes additional features intended to boost the efficiencies between requesting parties and our professional staff.

Call Management

Live dispatchers stand ready to field and facilitate calls from requestors and those individuals in need of language interpretation. Dispatchers, with the assistance of a **Voice Recognition Tool**, are able to identify the language or dialect of callers and appropriately relay the party to the proper language professional. If the language desired is already known, callers are able to bypass correspondence with operators and can select from a customizable touch tone menu of selected languages. This standard feature assists in the response to sudden or unanticipated surges in call volume or spike in the influx of calls for a single language. In addition, the computer integrated telephone system is wired to perform **three-way calls, conference calls**, and other similar type **group sessions**. Each service agent is able to answer and conduct calls in succession allowing for the minimization of hold times and idle periods between calls.

Requestor Authorization

Interpreters Unlimited only approves requests for interpretation from persons authorized by the customer. These individuals, or agencies, are assigned **individual identification numbers** to track calls and requests made by a given entity. IU works with all clients to assign points of contact to in order streamline the request of services, provide accurate reporting, and create a consistent rapport with such designators in the case of question, concern, or modification that may arise during the life of a contract.

(Remainder of page intentionally left blank)

Telephone Interpretation Workflow

The process detailed below is an outline of one common workflow used to ensure the interpretation needs and the customer care needs of our clients are met:

Step 1: All clients will access the IU telephone interpretation system (accessible 24/7/365) using the *toll-free number*.

Step 2: Users are greeted and requested to input their *Customer Identification Number*. Authorized personnel will be assigned a *Customer Identification Number* before services can be scheduled in order to ensure proper requestor, interpreter, language, and other information for call recordkeeping. All data is stored in IU Match Connect, our proprietary software management system.

Step 3: After verification of the Customer Identification Number, depending on the client's need, the system will ask for the *Personal Identification Number*. This number will identify the specific user within each *customer* record. This authentication protocol allows IU to maintain an accurate account of all calls placed by a given user within the organization.

Step 4: Once user authentication has been completed, the user will be asked to select or share the interpretation language and/or dialect desired.

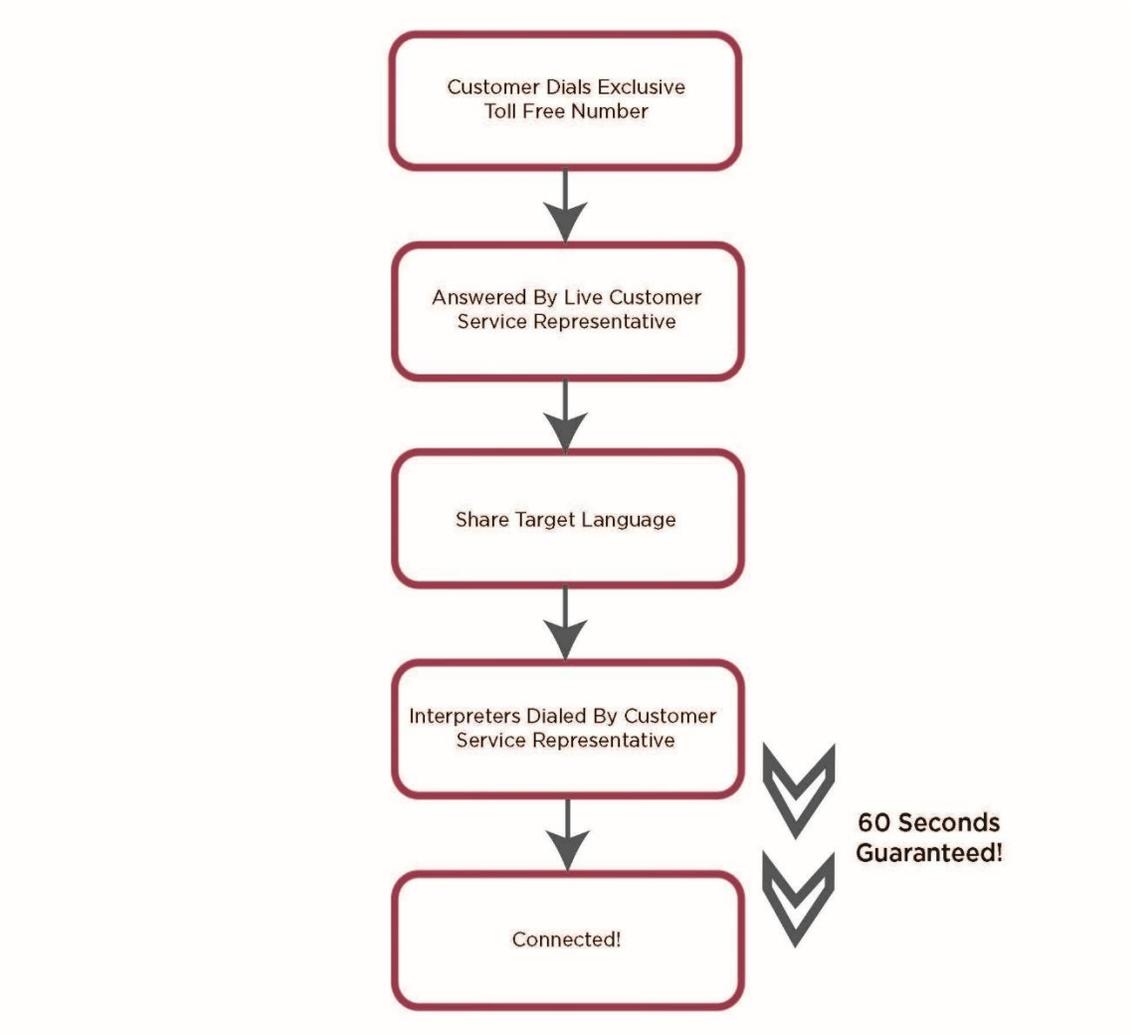
Step 5: Once the language has been selected, the representative or system will automatically dial and make its attempt to connect with the qualified language professional.

Step 6: After the connection to the interpreter has been established, the session shall begin between parties. Upon completion, each side simply hangs up to disconnect the call. Should the client be interested in another session, he or she would just repeat the steps.

(Remainder of page intentionally left blank)

Telephone Interpretation Workflow Chart

The flowchart below illustrates the processes by which clients are able to utilize the IU telephonic interpretation service:



Scheduled Virtual Interpretation

Interpreters Unlimited is excited to introduce a new service to facilitate interpretation services. We are now offering **scheduled virtual interpretation** services through a multitude of video hosting platforms. Scheduled virtual interpretation is available in **American Sign Language (ASL) and over 200 spoken languages**. This new service is a cost-efficient and simple to use alternative to traditional in-person interpretation. It also complies with public health regulations resulting from the COVID-19 pandemic.

Scheduled virtual interpretation is a useful tool for various day-to-day events. It can be utilized in the academic, medical, legal, and many other settings.

Virtual Video Hosting Platforms

Virtual interpretation services provide clients with a new and simple mode of accessing language services. **This service saves significant time and reduces the overall costs of interpretation.** It eliminates all travel costs and requires minimal setup time. We offer virtual scheduled interpretation services through a host of platforms including, but not limited to:

- Skype for Business
- Google Duo
- Zoom
- Microsoft Teams
- Cisco Webex
- Avizia
- Carena
- Doctor on Demand
- American Well



Scheduling Process

Interpreters Unlimited offers a streamlined scheduling process so clients are able to schedule an interpretation appointment with ease. Requests can be made through email, fax, over the phone, or through our proprietary scheduling software, IU Match Connect. Once the request is received, our customer service team will begin locating an interpreter to fill the request.

Once an interpreter has been located and accepts the assignment, a meeting request will be sent to the client, providing them with a meeting link and access code.

Interpreter Training and Qualifications

Interpreters Unlimited ensures the highest quality service and support available for scheduled virtual interpreting. All Interpreters Unlimited video interpreters are U.S. citizens and must complete our internal training program before they are offered assignments.

IU Group's Department of Human Resources is responsible for recruiting and contracting with qualified interpreters and translators. IU Group, at a minimum, will provide interpreters with the following qualifications for the proposed contract:

- Completion of IU Group's 5 Step Process for Qualifying Interpreters.
- Minimum 8 years of experience interpreting.
- Mental Health Interpreter Training (2-3 times per year).
- 4-year college degree or equivalent experience.
- Criminal background cleared.

In addition to our stringent screening and qualification processes, IU Group has an extensive training program to ensure that all newly-hired interpreters are aptly prepared before taking on interpretation assignments. This 40-hour training program is a mandatory requirement that all interpreters must complete before becoming eligible for interpretation assignments. This training program covers the following topics and resources:

- Interpreter Manuals
- Terminology Glossaries
- Cultural Awareness Program
- Interpreter Code of Ethics

Many of our ASL interpreters also hold one of the following certifications:

- NIC, NIC Advanced, or NIC Master, RID CI, CT, IC/TC, CSC, SCC:L or MCSC
- NAD Level IV
- ACCI Level IV or V

All Interpreters Unlimited video interpreters have the additional qualifications:

- Adhere to professional Code of Conduct – Code of Ethics
- Focused on Meeting the Register of the Deaf/Hard of Hearing or LEP student



Interpreter Qualifications

IU Group's Department of Human Resources is responsible for recruiting and contracting with qualified interpreters and translators. This step is crucial to ensure the quality of our interpretation and translation services. The HR Department has established the requirements necessary for qualification. Thus, IU Group, at a minimum, will provide interpreters with the following qualifications for the proposed contract:

- Completion of IU Group's 5 Step Process for Qualifying Interpreters.
- Minimum 8 years of experience interpreting.
- Mental Health Interpreter Training (2-3 times per year).
- 4-year college degree or equivalent experience.
- Criminal background cleared.

All IU Group interpreters have engaged in formal training for language conversion. Most have, at minimum, received college level or vocational education in interpretation. This includes theory and practice in education, legal, medical, and administrative interpretation. **Interpreters certified with the Registry of Interpreters for the Deaf (RID), Certification Commission for Healthcare Interpreters (CCHI) or other state and national certification bodies represent the greater percentage of our independently contracted professionals.**

All interpreters are equipped with the technical knowledge and ability to interpret effectively, accurately, and impartially, both receptively and expressively, using specialized vocabulary (and signage) in both English and the target language. This expertise means that every encounter will have the following characteristics:

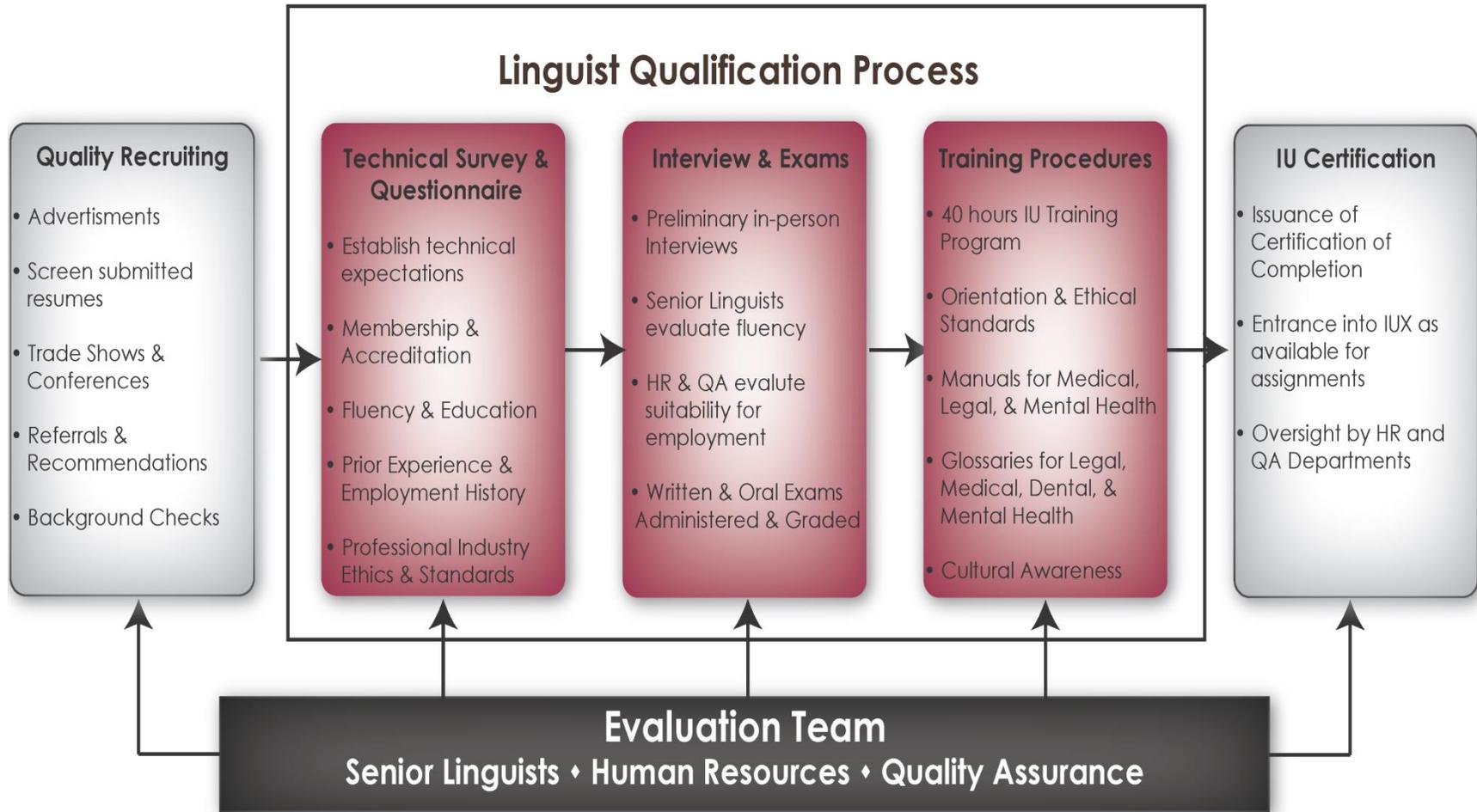
- **Consistency of style** of both parties is matched, concisely and with precision.
- **Objective and culturally sensitive** transfer of information.
- **Professional rapport and continuity** established by using same linguist for long term assignments.

IU Group firmly believes that quality language service doesn't begin merely with training, but rather with stringent recruiting and proficiency qualifications. In order to provide the highest level of service, IU Group has developed the elaborate qualification process described below:

IU Group's 5 Step Process for Recruiting Quality Interpreters

- 1) Quality Recruiting
- 2) Technical Qualification Survey and Questionnaire
- 3) Initial Interview & Exams
- 4) Training
- 5) Certificate of Completion

Linguist Qualification Work Flow



Step One: Quality Recruiting

The Department of Human Resources is responsible for recruiting qualified interpreters and translators. This step is crucial to ensure the quality of our interpretation and translation services, and looks to multiple approved sources for hiring. IU Group's recruiting methodology may include, but is not limited to, the following sources:

- Posting on industry related association sites such as ATA, CHIA, etc.
- Advertise in ethnicity language newspaper
- Contact existing interpreters & translators for referrals
- Preliminary screening of independently submitted resumes from linguists
- Web-based translation/localization providers' databases
- Vendors soliciting their services through Contextual Communications websites, or via e-mail
- Specialized publications
- Universities
- Trade shows/Conferences
- Customer Referrals
- Recommendation from other translation and localization companies

Background Checks

All current and prospective interpreters are subject to a complete credit and criminal background check. This screening is executed in full compliance with the Fair Credit Reporting Act and is performed on an annual basis. ***IU Group is committed to employing top quality workers and does not contract with persons subjected to current or past convictions of child neglect, child abuse, drug, weapons, or violent offenses. IU Group is committed to employing top quality workers and maintains a zero tolerance policy for unlawful behavior or misconduct.***

Upon hiring a new independent contractor or employee, Human Resources must be notified using the New Contractor/Employee Notification Form (on the HR website) when a department/employing unit has made a decision to hire an employee or contract a new interpreter, so that a criminal background check can be completed prior to the begin date of contract. The Human Resources Office will provide the potential contractor/employee with written notification of the background check requirement and have them complete the appropriate consent form. The Human Resources Office will use this information to determine the scope of the background check. The employing department will be notified by Human Resources when the background check has been completed.

(Remainder of this page intentionally left blank)

Step Two: Technical Qualifications Survey and Questionnaire

Technical Expectations

We accept only highly specialized, professional language vendors (interpreters, translators, editors, proofreaders) who can meet our stringent quality standards. The following criteria are fundamental:

- Native-level mastery of both, source and target languages (English and the foreign language)
- An extensive vocabulary ranging from formal language to colloquialism and slang
- Extensive industry-specific terminology including medical and legal, etc.
- Understanding of the role interpreter (conduit, not a problem solver)
- Adherence to professional industry ethic/standards
- Membership in and/or accreditation by a professional association:
 - **ATA** (American Translators Association)
 - **AAIC** (*Association Internationale des Interprètes de Conférence*)
 - **NAJIT** (National Association of Judiciary Interpreters and Translators)
 - **CHIA** (California Healthcare Interpreting Association)
- Prior experience in applicable industries or market sectors

Technical Survey and Questionnaire

All prospective interpreters are required to fill out IU's Technical Qualifications Survey and Questionnaire. The document requests additional information beyond the scope of the interpreters' respective resumes and serves as a method of obtaining comprehensive documentation of their interpretation experience. Excerpts from this document have been provided below:

(Remainder of this page intentionally left blank)

Introduction



We ask you to fill out this form as completely as possible. We use this information to maintain our quality standards, to evaluate new interpreters, and to help us determine the correct level of assignment for interpreters. If you wish to supply different or additional information at any point, please use additional paper or space. Not all questions will apply – if they don't please just mark them "n/a" or strike them. **Please attach any other information you feel may help us understand and appreciate your capabilities.**

Important note: we believe strongly in the importance of privacy. We will never trade or sell any information you give us. We will use information supplied only for internal purposes. You will note that we do not ask any questions about your standard compensation. If you are a new interpreter and have a fee schedule or a standard compensation rate, please attach or send that separately.

❖ Language Information: English ❖

Name/Dialect	English
Degree of fluency (1 - 10; 10 = fluent)	
Manner of Acquisition (growing up in the country, speaking it at home in a different country; through adult acquisition, etc.)	
Is this a native language for you?	

❖ Language Information: Primary, Secondary, Tertiary Languages ❖

Name/Dialect	
Degree of fluency (1 - 10; 10 = fluent)	
Manner of Acquisition (growing up in the country, speaking it at home in a different country; through adult acquisition, etc.)	
Countries where language/dialect spoken	
Are you stronger in this language or in English?	
Last time in country of language	
Number of visits to that country	
How do you maintain fluency?	
Interpret simultaneously in this language?	
Certified/registered interpreter in this language?	
Certified by whom? (e.g. ATA, SCATIA, RID, CHIA, CCIA, etc.)	
Certification level (Fed, Admin, Medical, Registered)	
Certification number	
Certification expiration	

❖ IF CERTIFIED PLEASE ATTACH/SEND PHOTOCOPY OF DOCUMENTATION ❖

**ITEM F-5
ATTACHMENT 2**

❖ Educational Background: Non-Interpreting ❖	
Country of secondary education (high school)	
Years of secondary education	
Years of college/university	
First degree attained	
First degree subjects	
First degree college attended and country	
Second degree attained, if any	
Second degree subject	
Second degree college and country	
Professional education	
Other educational training/accomplishments/background	
❖ Educational Background: Interpreting ❖	
1: Course name	
2: Time and Place	
3: Course length	
4: Course name	
1: Course name Time and Place	
2: Time and Place	
3: Course length	
4: Course name	
Professional organizations	
Have you received any training in cultural competence? If so, when and where.	
❖ Relevant Experience ❖	
Please use this section to mention any other interpreting experience you have – e.g. charitable, family, educational, etc.	
❖ Restrictions ❖	
Geographical area in which you work	
Times when you cannot work	
Kinds of appointments you do not feel comfortable doing	

Step 3: Initial Interview & Exams

The Director of Human Resources and the Quality Assurance Department are responsible for conducting preliminary in-person interviews. After this initial screening process, the interpreter is required to complete a written test for proficiency and undergo a verbal exam with one of IU's language specialists (in the case of American Sign Language, the interpreter takes a specialized proficiency exam). Selected candidates enter into an Interpreter Agreement with IU Group and begin the IU training program.

Step 4: Training Procedures

In addition to our stringent screening and qualification processes, IU Group has an extensive training program to ensure that all newly-hired interpreters are aptly prepared before taking on interpretation assignments. This 40 hour training program is a mandatory requirement that all interpreters must complete before becoming eligible for interpretation assignments.

1) Interpreter Manuals

IU Group has four manuals provided to interpreters upon contracting. These manuals, as described below, illustrate the procedural steps and code of conduct to be followed on **every** assignment. These manuals, along with topics covered, are:

- IU Group's New Interpreter Orientation Guide
- IU Group's Standards for Healthcare Interpreters Manual
- IU Group's Mental Health Interpreting Manual
- IU Group's Interpreters Standards of Practice Manual

2) Terminology Glossaries

Medical and legal interpreters and translators are required to complete additional training to ensure a thorough understanding of agency-specific terminology and requirements. Interpreters Unlimited has developed a collection of training manuals for this specific purpose. Our Terminology Glossary series covers the following fields:

- Dental
- Medical
- Legal
- Mental Health

IU provides appropriate glossaries to interpreters and translators in the languages in which we have them available. In addition to our Glossary Series, if an agency has specific terminologies or material that would aid the linguist, this information can be included in the training, as well.

3) Cultural Awareness Program

The National Standards for Culturally & Linguistically Appropriate Services in Health Care articulates its goal as an ability to “understand and respond effectively to the cultural and linguistic needs brought by the patient to the health care encounter.” Undergoing this training encourages interpreters to:

- Respond to demographic changes
- Eliminate disparities in the health status of people of diverse racial ethnic & cultural background
- Improve the quality of services & outcomes
- Meet legislative, regulatory, & accreditation mandates

IU Group trains all new employees and interpreters on cultural competency in accordance with these principles. The details of IU’s Cultural Awareness Program are as follows:

Objectives

- To learn about culturally and linguistically appropriate services
- To identify cultural issues impacting the mental health care encounter
- To promote the business case for qualified interpreters services
- To identify methods that respond to **CLAS** (Culturally and Linguistically Appropriate Services) standards as articulated by the United States Office of Minority Health
- To identify additional resources for future learning
- To identify modes of interpretation
- To list principles of the Interpreting Code of Ethics
- To recognize core interpreting skills
- To identify additional resources for future learning

Cultural Awareness Training Promotes:

- Awareness of one’s own assumption and values system in addition to those of the U.S. medical system;
- Understanding of and respect for patients values beliefs and expectations;
- One’s ability to adapt care to be congruent with the patient expectations and preferences.

(Remainder of this page intentionally left blank)

4) Interpreter Code of Ethics

In addition to adhering to the code of professional conduct set forth by the Registry of the Deaf (RID), described below are the principles IU Group requires interpreters to understand and agree upon before becoming eligible for assignments:

Ethics

- Respect the privacy, confidentiality, and sensitivity of information that may arise during an interpretation
- Remind client to not say anything that they do not want to be interpreted

Objectivity

- Be completely objective when performing an interpretation
- Report any potential conflict of interest that could affect the fairness and accuracy of an interpretation
- Never offer advice to any parties; focus only on interpreting what is being said
- Do not do any verbal or non-verbal body language that may affect the interpretation and/or show bias toward any one party

Respect

- Treat all participants equally regardless of gender, race, ethnicity, nationality, age, color, sexual orientation, religion, political affiliation, socioeconomic status

Professionalism

- Dress professionally
- Respect the boundaries between you and any other participants in the interpretation session; do not get personally involved and remain objective throughout
- Set clear expectations of your role as an interpreter; being clear that you are there only to interpret and will not be involved in making any decisions on behalf of either parties
- Never agree to an interpretation you do not feel comfortable or qualified to perform

Accuracy

- Include verbal and non-verbal cues and tone when performing an interpretation
- Explain any non-verbal gestures that may be specific to the cultural background of the client
- Remember to always interpret with the same tone and attitude of a client even if rude or obscene
- If you have made a mistake in interpretation, correct it immediately
- Explain to all parties when there is no direct interpretation of any signage

Cultural Awareness

- Recognize when the biases of any participants is affecting the communication between parties
- Notify participants if personal values or cultural practices are becoming a conflict

Step Five: Certificate of Completion

Only upon completion of the certification and training processes describe above are interpreters made eligible for assignments and issued the following Certificate of Completion:



(Remainder of this page intentionally left blank)

Professional Qualifications

Company Personnel and Staffing Plan

All the staff noted are CURRENT FULL-TIME EMPLOYEES.*

Name	Position
Sayed Ali	President, Owner
Shamus Sayed	Vice-President, Chief Operations Officer Project Manager
Laura Harolde	Director of Client Relations
Angela Casarrubias	Client Relations Supervisor
Edith Elizondo	Controller, Accounting Manager
Rosa Casarrubias	Client Relations Advocate, Scheduler

(Remainder of this page intentionally left blank)

Sayed Ali, President

Mr. Ali is an innovative thinker and entrepreneur with a broad-based expertise in operations, finance and business development. He has a proven ability to quickly analyze key business drivers and develop strategies to grow the bottom line. With high integrity and energetic leadership, he is known for his ability to envision and create successful outcomes in complex situations. Mr. Ali combines industry and functional expertise with tenacious commitment to driving sales, profit and market share growth. Mr. Ali has started two other companies from ground zero and was able to manage and strategize the growth of each, culminating into a \$185M business with 3,000 employees.

Primary Responsibilities

- Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability and growth as an organization.
- Oversee company operations to insure production efficiency, quality, service, and cost-effective management of resources.
- Plan, develop and implement strategies for generating resources and/or revenues for the company.
- Identify acquisition and merger opportunities and direct implementation activities.
- Approve company operation procedures, policies, and standards.
- Review activity reports and financial statements to determine progress and status in attaining objectives and revise those objectives and plans in accordance with current conditions.
- Evaluate performance of executives for compliance with established policies and objectives of the company and contributions in attaining objectives.
- Promote the company through written articles and personal appearances at conferences and on various media.
- Represent the company to local, regional, national, and international constituencies.
- Promote the company at legislative sessions, committee meetings, and at formal functions.
- Build a fundraising network using personal contacts, direct mail, special events, and foundation support.
- Direct company planning and policy-making committees.
- Oversee foreign operations to include evaluating operational and financial performance.

Core Competencies

- Raising Capital-Public/Private Debt
- Positioning Companies
- Negotiating & Closing Deals
- Leading Change
- Growing Revenue & Profit
- Leading & Developed Teams
- Developing New Businesses
- Starting New Companies
- Managing Budgets & P/L
- Building Share Holder Value
- Creating & Wining Business Plans
- Shareholder Relations
- Merger/Acquisitions
- Strategy, Mission & Vision Planning

Shamus Sayed, Chief Operations Officer

Mr. Sayed is a proven sales professional with expertise in managing sales, developing revenue-maximizing strategies and developing client relationships. He is skilled in negotiating, problem solving, and closing with a strong technical background. Mr. Sayed also bring a diverse experience with small and large biotechnology corporations, hospitals, academic and industrial institutions. **As Project Manager, Mr. Sayed will be available for both day to day oversight of project and implementation schedule, and also will support emergency after-hours requests and concerns with the Rent Board Program departments.**

Primary Responsibilities & Job Description

- Oversee the hiring and development of a global sales organization, appropriate for the company's maturity/size.
- Be a role model for the company culture.
- Establish compensation, training, and sales incentive programs.
- Drive the development of national, and, if appropriate, international sales strategies.
- Develop, establish, and direct channel and distribution strategies and programs.
- Maintain key customer relationships an develop and implement strategies for expanding the company's customer base.
- Develop and execute lead programs.
- Manage overall sales process, set appropriate metrics for sales funnel management.
- Develop pricing policies, including volume discounts and terms and conditions, for high-profile customers and channel partners.

Professional Experience

Interpreters Unlimited

January 2007- Present

Language service provider offering document translation, in-person and telephone interpretation since 1970.

Chief Operations Officer

Provide language solutions via interpretation and translation. Services include document translation, in-person and telephone interpretation. Oversee global sales groups and offices. Contract officer for contracts \$750K or greater.

- Tripled sales in 5 years
- Expanded to half dozen offices globally

Fisher Scientific International

October 2003-December 2006

Biotechnology company that manufactures and distributes equipment, supplies, chemicals and biological reagents.

Senior Sales Manager

Sold products including capital equipment, new technologies (quantitative PCR, high throughput screening, microarray), consumables, biological kits and reagents to academic research labs. Responsible for nearly \$8M in revenue. Jointly oversaw sales for University of California, Los Angeles and currently selling to University of California, Irvine.

Laura Harolde, Director of Client Relations

Supervise, Guide, and Direct all Staff, Quality Assurance Program, all Client Operations, and Contract Management. Promote Quality Achievement and Performance Improvement throughout the Organization.

Qualifications

- Experienced manager with 11 years of customer service background.
- Proven track record of accurately completing research, information gathering, and reporting within challenging time constraints.
- Hired, trained, and coached a successful team of 20 employees between CA and MA.
- Computer savvy with knowledge of common computer applications.
- Excellent communication skills including: spoken, written and electronic forms of communication.
- Excels at setting and achieving both immediate and long-term goals.
- Works efficiently and with confidence in high pressure situations.
- Approaches situations openly, thinks creatively and outside the box.
- Empathetic and able to see beyond a single perspective.

Professional Experience

Interpreters Unlimited, Inc.

January 2012 to present

Client Relations Manager

- Develop, implement, communicate and maintain a quality plan to bring the Company's Quality Systems and Policies into compliance with quality plan.
- Ensuring compliance with interpretation/translation standards and legislation.
- Ensuring procedures are properly understood, carried out and evaluated and that modifications are investigated if necessary.
- Writing management systems report
- Bringing together staff or different disciplines and driving the group to plan, to formulate and agree comprehensive quality procedures
- Manage and maintain the Company's quality monitoring system
- Formulate and manage the development and implementations of goals objectives, policies, procedures and systems pertaining to the Q.A. Plan
- Setting Q.A. compliance objectives and ensuring that targets are achieved
- Defining quality procedures in conjunction with operating staff
- Setting up and maintaining controls and documentation procedures
- Liaising with costumers' auditors and ensuring the execution of corrective action and compliance with costumers' specifications
- Established standards of service for customers or clients
- Preparing clear explanatory documents such as costumers' characters
- Collating and analyzing performance data and charts against defined

Angela Casarrubias, Client Relations Supervisor

Supervise, Guide, and Direct Human Resources Department. Oversee all employee related and independent contractor related documentation and compliance requirements. Oversee all client requests as well as ensuring all referrals are filled by schedulers.

Primary Responsibilities

- Responsible for implementing HR Policy/Procedures/Guidelines
- Recruit/Evaluate/Testing Interpreters
- Ensure interpreters are certified and maintain certification records
- Pro-Active in Recruiting /Maintaining qualified interpreters base
- Implement employee and interpreter retention
- Conduct new interpreter orientation process
- Oversee training of new interpreters and ongoing training process
- Maintain interpreter qualification matrix
- Maintain a list of qualified interpreters
- Responsible for first assignment evaluation
- Interpreter and administrative staff evaluation
- Conducting backgrounds checks

Skills & Credentials

- Development of call center capacity requirements via needs assessment studies and time standards
- Monitoring strategies for call center operations to ascertain cost-effective operations
- Development of financial analysis to help develop strategic objectives
- Knowledge of property management operations, inspecting of properties HUD standards, maintaining required documentation and supervision of maintenance and repair activities
- Working knowledge of Microsoft software
- Fluent in English and Spanish
- Complaint and conflict resolution skills
- Knowledgeable of OSHA requirements

Professional Experience

Interpreters Unlimited, Inc.

November 2012-Current

Client Relations Supervisor

- Answer high volume of calls, schedule appointments, provide details and directions to interpreters.
- Coordinate appointment for interpreters, and dispatch interpreters to site.
- Help train new employees.
- Communication via email correspondence
- Conducted one-on-one Spanish interpretations

Edith Elizondo, Controller and Accounting Manager

Runs the accounting operations of the company, includes periodic financial reports, maintenance of an adequate system of accounting records and comprehensive set of contracts and budget.

Primary Responsibilities

- Maintain a documented system of accounting policies and procedures
- Oversee the operations of Accounting Department
- Accountable to generate financial statements
- Ensure financial reporting comply with Generally Accepted Accounting Principles (GAAP)
- Oversee Account Payables/Account Receivables/Payroll
- Ensure bank reconciliations are completed
- Maintain a system of controls over accounting preservations
- Coordinate the provision of information to external auditors
- Comply with local, state, and federal government reporting and tax filing

Skills and Qualifications:

- Microsoft, CHMS 200
- 50 wpm
- Customer Service
- Bilingual – English/Spanish
- 10 key
- Dependable
- Multi-tasking
- Excellent Communication

Professional Experience:

Interpreters Unlimited, Inc.

March 2014 – Present

Accounting Manager

- Oversee the accounting Dept.
- AP & AR (QuickBooks)
- Billing (IUX)
- Adjustments
- Check run
- Payroll

Interpreters Unlimited, Inc.

April 2005 – February 2014

Accounting Administrator

- Customer Service
- AP & AR
- Billing (IUX)
- Adjustments/check run
- Payroll
- Entering and filing Purchase Orders (PO)
- Responding to objection letters
- Maintaining separate records for Rainham Finance operating expenses and leasehold cost (QuickBooks/Excel)
- IU collections
- Processing cash receipts

Interpreters Unlimited, Inc.

December 1999 – April 2005

Administrator/Assistant Manager

Rosa Casarrubias, Client Relations Advocate/ Scheduler

Objective:

- To obtain a Customer Service Representative position with a company where I can grow professionally and personally.

Skills & Abilities:

- Communication skills with public, fellow employees, supervisors, and customers.
- Self-motivated and dedication to the job.
- Flexibility & Punctuality
- Bilingual: English and Spanish

Work Experience:

Interpreters Unlimited, Inc.

San Diego, CA

February 2015-Current

Client Relations Advocate/Scheduler

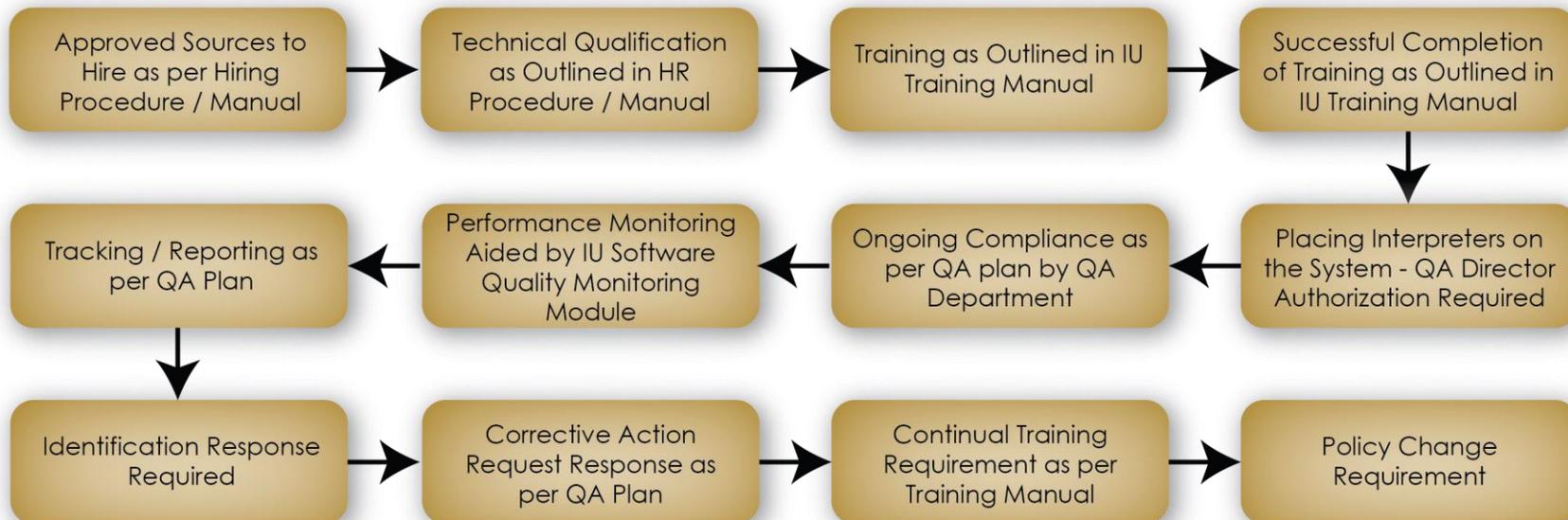
- Coordinator of Linguist and Clients to fulfill needs.
- In charge of interpreter records and filing for two of the biggest clients of the company which are San Diego County and our sister company Arkansas Spanish Interpreters & Translators (ASIT).
- Compliance with California and State Laws including HIPAA.
- Specializes in Healthcare related clientele. Able to determine which linguist to assign depending on the type of medical request.
- Monitors client intake information using two different Enterprise Recourse Planning (ERP) System.
- Great relationships with requesters to make sure everything runs smoothly.
- Experience in training new schedulers and client relations advocates.

(Remainder of this page intentionally left blank.)

Quality Assurance Plan

Interpreters Unlimited has an established Quality Assurance (QA) Plan that is modeled after the best practices of the language industries and augmented by additional security measures stipulated in the contractual requirements of our clients. Our plan, described in our written policies, will fulfill the requirements as specified for the City of Richmond, Rent Board Program. The Quality Assurance Policies described herein are intended to represent an efficient and economical means of controlling the quality of our services of translation and to meet Program requirements. In addition, it enables the customer to maintain surveillance over Contractor compliance to ensure performance in accordance with contractual obligations.

Interpreters Unlimited's QA plan illustrated below addresses the requirements by providing our overall plan. Its comprehensiveness will highlight: **response, oversight, monitoring, and reporting.**



Quality Assurance Department

The Quality Assurance Department has the responsibility of monitoring interpreter performance and ensuring the consistent delivery of superior interpretation services for our clients. Interpreters Unlimited's proprietary software system, IU Match Connect, offers a multitude of applications to manage performance monitoring and reporting procedures.

Performance reports allow Interpreters Unlimited to:

- Monitor how many appointments were filled in a given location during a defined time frame
- View how specific language usage by location
- Monitor accurate time reporting by interpreter and requestor
- Obtain feedback reports from clients
- Determine quality rating for interpreters

Tracking/Reporting

It is the responsibility of the Quality Assurance (QA) department to track the performance of each interpreter and publish monthly reports highlighting any nonperformers. The QA department utilizes Interpreters Unlimited's software system to track, monitor, and control the overall quality of interpreters.

Identification/Response/Corrective Action

In case of an unsatisfactory performance a formal request is sent to the interpreter for corrective action. The interpreter is required to respond within a week period. Failure to comply will result in removal of the interpreter from the system. In the event of repeated occurrences, the Quality Assurance department will remove the interpreter without any further notice. The department will notify the President and Human Resources department of its action.

Policy Changes

Changes to the established Quality Assurance plan require recommendation from the Quality Assurance Plan director and approval from the President. There is no exception to this policy.

(Remainder of this page intentionally left blank)

Problem Reporting and Coordination Procedures

Interpreters Unlimited's primary goal is to meet and exceed the expectations of each client by establishing a clear, concise approach in resolving any issues that may arise throughout the life of a contract. Through client relationship building and use of CRM tools, we aim to grow mutual trust between Interpreters Unlimited and the City of Richmond, Rent Board Program and provide the highest caliber of service.

Written Procedures for Problem Reporting

If there is a complaint:

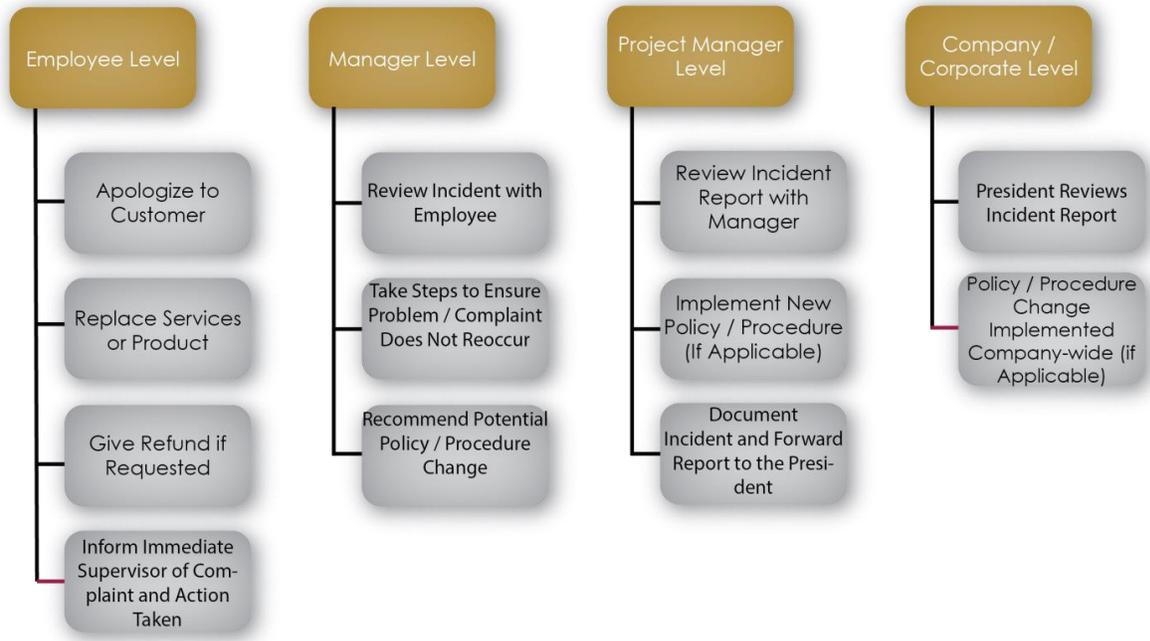
1. Contractor Representative addresses issue with internal staff/assigned interpreter
 - Type of complaint
 - Assignment/Requirement(s) overview
 - Perceived reason for complaint

2. Contractor Representative contacts client to discuss issue/contract compliance/history of service delivery
 - Area of dissatisfaction
 - Previous experience with process(es)/interpreter
 - Review company/client expectations

3. Contractor Represent and Contract Administrator work to develop an appropriate course of action and discuss any possible ramifications resulting from the matter
 - Implement new process(es)/methodologies
 - Assign/Re-assign personnel
 - The multi-level diagram on the following page further illustrates the procedural steps taken in IU's problem reporting and personnel coordination procedures.

(Remainder of this page intentionally left blank)

Problem Resolution Work Flow Chart



The first step towards problem resolution is to contact Interpreters Unlimited at 800.726.9891 where an IU staff member will handle any matters that can be resolved from an employee level.

Any problems that require manager assistance will be directed to the Client Relations Manager:

Laura Harolde, Client Relations Manager
858.275.2577
laura.harolde@iugroup.com

The next point of contact in Interpreters Unlimited's organizational structure will be IU's Contract Administrator:

Shamus Sayed, Chief Operations Officer
858.866.1130
shamus.sayed@iugroup.com

The final point of contact in the Problem Escalation Clause is Sayed Ali, President of Interpreters Unlimited:

Sayed Ali, President
858.866.1131
sayed.ali@iugroup.com

Collecting and Documenting Feedback

At Interpreters Unlimited, we stand behind the quality of our work and take all necessary measures to ensure that our clients' needs are met. Our dedicated management staff is available 24/7 to address any issues or concerns that may arise under the Contract between the City of Richmond, Rent Board Program and Interpreters Unlimited.

Web Customer Feedback Form

The performance of our interpreters, internal and support staff are evaluated through the use of CRM tools such as customer satisfaction through constructive feedback provided on the Customer Feedback Form on the next page.

The customer feedback form on the following page is an established company tool provided to all client authorized representatives following the conclusion of an initial interpretation assignment. The information collected in this survey is reviewed and recorded to assist in the building/maintenance of current quality assurance measures.

Interpreters Unlimited wants to know if something is not to our client's expectations the first time it occurs, no matter how minor or major. We work to rectify problems immediately, so that the issue simply doesn't occur again.

Complaint Documentation

Interpreters Unlimited stores information pertinent to client complaints/grievances securely in its proprietary software, IU Match Connect. These reports issued are received at the appropriate level, documented, and properly expedited into the system under that client profile.

Whether received in writing, by phone, fax, or email, all complaints are documented into a compatible PC format (.doc, .xls, .pdf) for quick reference and review within the client profile database. Additionally, hard copies of the correspondence are also kept on file for staff reference. Client and contract files are managed internally by office staff and can be reviewed at any time at the request/discretion of the Contract Administrator. All files, physical and virtual, are securely kept.

(Remainder of this page intentionally left blank)

Customer Feedback Form

Post Appointment Evaluation Form

Event Date: _____ Interpreter: _____

Your name: _____

Your role at appointment: _____

PLEASE CIRCLE ONE

You work with interpreters...	Daily	Often	Occasionally	Hardly ever
Was the interpreter on time?		Yes	No	Not sure
Was the interpreter professional in attire?	Good	Acceptable	Minimal	Unacceptable
Was the interpreter courteous?	Good	Acceptable	Minimal	Unacceptable
Your rapport with the interpreter?	Good	Acceptable	Minimal	Unacceptable
Your sense of the interpreter's rapport with the interpreter?	Good	Acceptable	Minimal	Unacceptable
Interpreter's linguistic ability in English?	Good	Acceptable	Minimal	Unacceptable
Interpreter's skill in the vocabulary of your profession?	Good	Acceptable	Minimal	Unacceptable
Overall, was the interpretation effective and comprehensive?		Yes	No	Not sure
Any other comments?				
How can we better service you?				

Please complete and fax back to Interpreters Unlimited 800.726.9822 or email to scheduling@iugroup.com.

Professional Commitment

Interpreters Unlimited possesses the personnel and depth of resources to offer the City of Richmond, Rent Board Program effective and culturally appropriate language services. Designated staff and oversight shall be appointed to the contract upon award. Contract administrators will be dedicated to the account and will stand in full service and support during the life of the contract. The City of Richmond, Rent Board Program will have full functional access to company CRM tools and on-demand **Customer Care** services.

Our Customer Care Team

The Program and its constituents will have complete access to our customer care staff using our toll-free number, **800.726.9891**. IU is committed to delivering the highest standard of quality service. Listed below are features and benefits of our customer relations department.

- Live telephone operator following automated prompts
- Available 24/7/365
- 100% Bilingual staff
- Excellent employee benefits package – Medical/Dental/401k/Profit Sharing
- On-going professional development & training programs
- Employee reward programs
- Proficient employee & interpreter retention plan
- Senior Language Experts on staff to ensure quality interpretations and translations
- Maintain interpreter certification & evaluation files



In addition, IU has demonstrated commitment to distinguished customer service by aligning with **Customer Service Experts, Inc.** for professional key services.

These professional services include:

- Advanced training and monitoring program
- Service evaluations
- On-going consultation
- Employee performance coaching

Privacy and Confidentiality

Interpreters Unlimited (IU) respects the privacy of protected health, educational records, and other sensitive information and understands the importance of keeping this information confidential and secure. IU understands the importance of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), and Health Information Technology for Economic and Clinical Health Act (HITECH), as it applies to our services. Therefore, we have developed the following guidelines to ensure confidentiality of protected health information, educational records, and other sensitive information we may become privy to when providing our language services.

IU staff including interpreters and translators is required to adhere to guidelines in place to ensure the correct handling of sensitive and/or confidential information. In addition, IU has a zero-tolerance policy for those who do not comply with these guidelines.

Compliance with HIPAA, FERPA and HITECH IU maintains a comprehensive system to ensure compliance with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) as well as the Health Information Technology for Economic and Clinical Health Act (HITECH) recently put into effect. Since our goal is to provide the highest level of service to our customers and business partners, we want you to know how IU complies with the HIPAA, FERPA, and HITECH directives. Our Privacy Policy contains procedures addressing the protection, use, and disclosure of protected health information ("PHI") along with education/school records, accounting of disclosures, access by individuals and third parties to PHI, protection of PHI by contractors, business associate agreements, and training of employees.

How We Protect Personal Information

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide support services to our customers. This also includes our interpreters who are trained on the importance of safeguarding this information and must comply with our procedures and applicable laws. We employ strict physical, electronic, and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

Translators are not allowed to remove any documents that contain information defined as sensitive and/or confidential. IU translators must adhere to the following guidelines:

- Do not discuss the subject matter, details, or content of a translation project with anyone outside
- Follow guidelines of IU Privacy Policy

Software Security

IU Group's software system, IU MATCH CONNECT, is completely custom-designed and developed to efficiently adapt to our clients' needs and the exponential rate at which technology changes. Since its first version, released nearly 15 years ago, we've relentlessly enhanced its functionality, performance, user friendliness and security policies. Utilizing the most advanced technologies available today, IU MATCH CONNECT's most recent version (3.0.x) employs policies over secured and encrypted web-based protocol standards, strictly adhering to HIPPA compliance specifications. To achieve this, we've simplified our back-end and front-end application structure by powering our application with Adobe's Flex development technology. This allows for multi-faceted security and user interface implementations and an abundantly scalable harness for our Microsoft SQL Server databases. Additionally, IU Group's physical infrastructure environment for IU MATCH CONNECT features a wide range of security measures including: enterprise-grade firewall security appliances, environment-based encryption and 24/7 live system monitoring and redundancies. The combination of our on-site software development and hardware management teams diligently and continuously study our employed technologies versus the ever-changing technology industry. To that end, our customized development, minute-by-minute monitoring and overall update/upgrade schemes have ultimately helped IU Group create reliable physical infrastructure and software systems focused on long-term scalability and the pursuit of absolute security.

Information Management

Company information is only available through our secured, proprietary software application. Our software application is accessed via explicit user credentials; these credentials are delegated by system administrators. No secured company information is transferred through email, under any and all circumstances. This is managed and audited by system administrators based on privacy policies signed at each employee's time of hire. Additionally, any devices designed for our employees in the field, whether notebooks or mobile devices, are configured, secured and managed by our system administrators. Unless otherwise specified, employees can only access secured company information within office locations, through domain-controlled workstation credentials and system administrator delegated software application credentials. In addition, no secured company information is stored directly on any device; this includes devices designed for employees in the field.

Further Information

IU may find it necessary to revise and update its Privacy Policy from time to time as changes to the privacy regulations emerge, and will communicate any such changes to our staff, customers and business partners.

This page intentionally left blank

Project Examples

Contracting Company	Year Awarded	Type of Services	Dollar Amount	Location
County of Riverside, Dept. of Mental Health Purchasing and Fleet Facility 2980 Washington St. Riverside, CA 92504	2009	Interpretation and Translation	\$150k/ year	Riverside
County of San Diego Health and Human Services Agency, Mental Health Services 3255 Camino del Rio South (M.S.P-531S) San Diego, CA 92108	2012	Interpretation and Translation	\$330k/ year	San Diego
UC San Diego Health 200 West Arbor Dr. San Diego, CA 92103	2009	Interpretation and Translation	\$250k/ year	San Diego
County of Alameda 1000 Broadway, Suite 500 Oakland, CA 94607	1999	Interpretation and Translation	\$150k/ year	Oakland
Sharp Hospitals 8695 Spectrum Center Blvd. San Diego, CA 92123	2002	Interpretation and Translation	\$225k/ year	San Diego

References

The following contacts can attest to the superior quality of language services provided by Interpreters Unlimited.

Organization Name	Contact
County of Alameda – First 5 1000 Broadway, Suite 500 Oakland, CA 94607	Leslie Wilson (510) 208-5959 Leslie.wilson@acgov.org
Vizient – Kaiser 290 E. John Carpenter Fwy Irving, TX 75062	Travis Reeves (972) 830-6970 Travis.reeves@vizientinc.com
UC San Diego Health 200 West Arbor Dr. San Diego, CA 92103	Leticia Aguilar (619) 543-5205 lacuna@ucsd.edu

(Remainder of this page intentionally left blank.)

Pricing

On-Site Interpretation

Language	Price per Hour (Weekdays 8am-5pm)	Price per Hour (After-hours, weekends, holidays)	Minimum	Time Frame	Availability
Spanish	\$60.00	\$60.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	\$80.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365

Terms:

- Time booked, time billed
- Cancellations made within 24 business hours of the appointment will be subject to a charge in the amount of the two (2) hour minimum or time booked, whichever greater
- Travel over 50 miles roundtrip will be charged in accordance with current IRS rates of \$0.575/mile

Over-the-Phone Interpretation

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$0.63	No minimum	On-Demand	24/7/365
All Other Languages	\$0.63	No minimum	On-Demand	24/7/365

(Remainder of this page intentionally left blank.)

Scheduled Virtual Video Interpretation

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$60.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365

(Remainder of this page intentionally left blank)

Language List

IU provides interpretation and translation services including, but not limited to, the following languages:

Afrikaans	Hmong	Polish
Akan	Hoiping Chinese	Pompango
Albanian	Hungarian	Portuguese, Brazilian
Amharic	Ibo	Portuguese, European
Apakapa	Ilocano	Punjabi
Arabic (six dialects)	Ilongo	Romanian
Armenian	Indonesian	Russian
Ashkarik	Italian	Samoan
Assyrian	Japanese	Sephardic Konkan
Azerbaijani	Kamasaja	Serbian
Basque	Kanarese	Shanghai Chinese
Bengali	Kannada	Sibuano
Bosnian	Kapangpangan	Sicilian
Bulgarian	Karen	Sign Language (ASL)
Burmese	Kinyarwanda	Sindhi
Cambodian	Kirundi	Sinhalese
Cantonese	Konkani	Slovakian
Catalan	Korean	Slovenian
Cebuano	Kurdish	Somali
Chamorro	Laotian	Spanish
Chiu Chow	Latvian	Swahili
Choktaw	Lithuanian	Swedish
Chuukese	Macedonian	Tagalog
Creole	Malay	Taiwanese
Croatian	Malayalam	Tagrinyan
Czech	Malaysian	Tamil
Danish	Mandarin	Telugu
Dari	Marathi	Thai
Dutch	Mesquito	Toisan
Estonian	Mestaco	Tongon
Farsi	Mien	Tulu
Fijian	Minh	Turkish
Fijian-Hindi	Mixteco	Ukrainian
Finnish	Moldavian	Urdu
Flemish	Mongolian	Urghur
French	Nagamese	Vietnamese
Fukien Chinese	Nepali	Visayan
Georgian	Norwegian	Yemeni
German	Nuer	
Greek	Oaxaca	
Gujarati	Oromo	
Haitian Creole	Pangasinan	
Hakka	Papiamento	
Hebrew	Pashto	
Hindi	Persian	

Conflict of Interest Statement

Interpreters Unlimited, Inc. and its management and employees do not have any actual, apparent, direct, indirect, or potential conflicts of interest that will interfere with our performance of this contract.

(Remainder of this page intentionally left blank.)



CERTIFICATE OF LIABILITY INSURANCE ATTACHMENT 2

ITEM F-5

12/19/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.S. Tucker Insurance Services 990 Highland Ave., #110-C Solana Beach CA 92075		CONTACT NAME: Tammy Lafata PHONE (A/C, No, Ext): 619-339-4197 FAX (A/C, No): 619-938-3416 E-MAIL ADDRESS: tammy@jstuckerins.com	
INSURED Interpreters Unlimited, Inc.; IU, LLC PO Box 27660 San Diego CA 92198-1660		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Travelers Casualty Ins Co of America INSURER C: Hartford Casualty Insurance Company INSURER D: AXIS Insurance Company INSURER E: INSURER F:	
		NAIC # 11000 38342 29424	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBAAR7770	1/1/20	1/1/21	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0N470270-20-42-G	1/13/20	1/13/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			72SBAAR7770	1/1/20	1/1/21	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WECIO8041	1/1/20	1/1/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability/Errors & Omissions			P-001-000243790-01	1/1/20	1/1/21	\$3,000,000/claim \$3,000,000 aggrog	\$7,500 retention per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation except 10 day for nonpayment of premium

CERTIFICATE HOLDER

CANCELLATION

PROOF OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This page intentionally left blank

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

**ITEM F-5
ATTACHMENT 3.1**

Rent Program Agency	Project Manager: Paige Roosa
Project Manager E-mail: paige_roosa@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6537
Vendor No: PR No:	P.O./Contract No:
Description of Services: Provide interpretation services to the Rent Program.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond Rent Board (herein referred to as "Rent Board") and the following named Contractor:

Company Name: **Interpreters Unlimited**

Street Address: **10650 Treena Street, Suite 308**

City, State, Zip Code: **San Diego, CA 92131**

Contact Person: **Shamus Sayed**

Telephone: **(858) 866-1130** Email: shamus.sayed@iugroup.com

Business License No: _____ **Expiration Date:** _____

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____,
 other [specify:] _____

2. Term. The effective date of this Contract is **March 1, 2021** and it terminates **June 30, 2021**, unless terminated as provided herein.
3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed **\$3,000**. Rent Board shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. Rent Board Obligations. Rent Board shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- 9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
- 10. Signatures. These signatures attest the parties' Contract hereto:

RENT BOARD:

CONTRACTOR:

By: _____

Executive Director

I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

By: _____

Board Clerk

Approved as to form:

By: _____

Board Legal Counsel

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

By: _____

Title: _____

Date Signed: _____

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

By: _____

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

- Service Plan
- Payment Provisions
- Authorized Representatives and Notices
- General Conditions
- Special Conditions
- Insurance Provisions
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

**EXHIBIT A
SERVICE PLAN**

1. **Scope of Services:** Contractor shall provide and perform the services set forth below in a satisfactory and proper manner as determined by either the Rent Board or Executive Director of the Richmond Rent Program, and in accordance with the terms and conditions of this Contract, as described below.

Activity No. 1: **Maintenance and Evaluation of Interpreters and Glossary of Terms**

Contractor shall provide interpreters who have passed a nationally-accredited 40+ hour training course, and require that interpreters obtain (6) continuing education credits per year. Contractor shall train interpreters by having them study glossaries of relevant terminology in the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, corresponding Rent Board Regulations, and Hearings Script (which shall be provided to the Contractor) in the requested languages and brief new interpreters on the interpreting process and professional conduct when working with the Rent Board, Rent Board staff, and members of the public.

Contractor shall maintain a list of Rent Board-approved, U.S.-based, certified, accredited interpreters. If Rent Board staff file a grievance form about a specific interpreter, Contractor shall remove the interpreter from the list of Rent Board-approved interpreters, and work with staff to identify a qualified alternate interpreter to complete either the current project, if unfinished, or future projects.

Contractor will monitor its interpreters with regular project reviews to track their progress and document anything noteworthy, from praise to issues raised by Rent Board staff. If Rent Board staff provide any negative feedback about an interpreter, the interpreter will be removed from the list of Rent Board-approved interpreters and an alternative interpreter will be provided when that language is next requested by Rent Board staff.

Contractor understands the importance of reliable connections during interpreting sessions, whether by phone or video conference and shall therefore provide U.S.-based remote interpreters who are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. If a call is dropped or there is a video conference "hiccup," the interpreter shall be required to immediately call back into the line as soon as possible. Rent Board staff shall be able to contact the Contractor by telephone for immediate assistance.

Activity No. 2: **Scheduling of Interpretation**

To request in-person, telephone, or video conference interpretation, Rent Board staff will contact the Contractor's designated staff member via email or by phone with the date and time an interpreter is needed, the location of the interpreting session or their preferred telephonic or video remote application, the required language, and any other specifics related to the job. All communications will be performed electronically or by phone.

INTERPRETERS UNLIMITED

At least 24 hours before the interpreting session, Contractor shall send an Acknowledgement of Scheduling email to Rent Board staff with all the interpreting session details, including connection information for telephonic or video remote interpreting sessions, and await confirmation from Rent Board staff. Contractor will be available for weekend and evening activities as needed.

Each onsite interpreter will arrive 15 minutes prior to the scheduled interpreting session. They will have performed a temperature check prior to arrival, be dressed professionally, wear a mask as a COVID-19 precautionary measure, and follow any specifications provided by Rent Board staff. Telephonic and video remote interpreters will login at least 5 minutes prior to the call or video conference start time. Whether onsite, by phone or by video conference, the interpreter will perform simultaneous or continuous interpretation, as requested by Rent Board staff, and will remain objective and neutral throughout the meeting.

Contractor will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor will note any positive or negative feedback provided by Rent Board staff, such as whether to give preference to a specific interpreter in the future.

Activity No. 3: Interpretation for Petition Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Petition Hearings. Rent Board Hearings typically (but not always) commence on Tuesdays and Thursdays at 10:00 a.m. PDT. When requested to participate by teleconference, Contractor shall call into a telephone conference line provided by Rent Board staff, five minutes prior to the scheduled start of the Hearing, or closely thereafter, by entering an access code provided by Rent Board staff. Breaks during the Hearing often involve disconnection and then timely calling back into the same telephone conference line and using the same access code.

Activity No. 4: Interpretation for Appeal Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Appeal Hearings. Rent Board Appeal Hearings typically (but not always) commence at 5:00 P.M. PDT or shortly thereafter on the third Wednesday of the month. Contractor shall not bill at a higher rate for interpretation outside of normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 5: Interpretation for Counseling Sessions

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Counseling Sessions. Rent Board Counseling Sessions occur Monday – Friday during normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

INTERPRETERS UNLIMITED

Activity No. 6: **Interpretation for Community Workshops**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff, to provide simultaneous translation for Rent Program Community Workshops or similar events.

This page intentionally left blank

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below:

ON-SITE INTERPRETATION

Language	Price per Hour (Weekdays 8am-5pm)	Price per Hour (After-hours, weekends, holidays)	Minimum	Time Frame	Availability
Spanish	\$60.00	\$60.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	\$80.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365

Terms:

- Time booked, time billed
- Cancellations made within 24 business hours of the appointment will be subject to a charge in the amount of the two (2) hour minimum or time booked, whichever greater
- Travel over 50 miles roundtrip will be charged in accordance with current IRS rates of \$0.575/mile

SCHEDULED VIDEO OR TELECONFERENCE

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$60.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365

INTERPRETERS UNLIMITED

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Rent Board. Contractor may be required to provide back-up material upon request. Contractor shall not bill Rent Board for travel time, unless extenuating circumstances arrive and such arrangement is approved in advance by the Executive Director.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable
Project Manager: Paige Roosa
P.O. Box 4046
Richmond, CA 94804
4. All invoices that are submitted by Contractor shall be subject to the approval of the Rent Board Project Manager, Paige Roosa, or their designee, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor by email or telephone for a prompt response.
5. The Rent Board will pay invoice(s) within 45 days after completion of services to the Rent Board's satisfaction. The Rent Board shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the Rent Board. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the Rent Board shall be addressed to the Executive Director and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 Rent Board hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Shamus Sayed

Interpreters Unlimited

10650 Treena Street, Suite 308

San Diego, CA 92131

This page intentionally left blank

INTERPRETERS UNLIMITED

**EXHIBIT E
SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

THIS SECTION NOT APPLICABLE

INTERPRETERS UNLIMITED

**EXHIBIT F
INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

EXHIBIT D
GENERAL CONDITIONS

ITEM F-5
ATTACHMENT 3.2

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless RENT BOARD from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. Contractor further agrees to assist RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT BOARD shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not

transferable, to waive such rights. Contractor shall further assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints RENT BOARD, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice.
6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.
7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the RENT BOARD, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The

Contractor's accounting and control systems shall be satisfactory to RENT BOARD. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The RENT BOARD shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit RENT BOARD and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow RENT BOARD access to the record keeping and accounting personnel of Contractor.

RENT BOARD further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract. Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the RENT BOARD or Executive Director of the Richmond Rent Program, may authorize extra and/or changed work. Contractor expressly recognizes that other City of Richmond personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify RENT BOARD or the Executive Director of the Richmond Rent Program of the fact. The RENT BOARD or the Executive Director of the Richmond Rent Program shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does constitute extra work, RENT BOARD shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between RENT BOARD and Contractor and executed by Contractor and the

Executive Director of the Richmond Rent Program.

In the event RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by the Executive Director of the Richmond Rent Program staff, said determination may be appealed to the RENT BOARD; provided, however, a written appeal must be submitted to the Executive Director of the Richmond Rent Program within five (5) days after the determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that RENT BOARD's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. RENT BOARD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that RENT BOARD, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from RENT BOARD.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by RENT BOARD; provided, however, that RENT BOARD may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, RENT BOARD and or Executive Director of the Richmond Rent Program may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to RENT BOARD. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by RENT BOARD in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment

shall be transferred and assigned to RENT BOARD. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, RENT BOARD or Executive Director of the Richmond Rent Program may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no RENT BOARD official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to RENT BOARD forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification. (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the RENT BOARD, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct,

negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the RENT BOARD, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the RENT BOARD, the RENT BOARD and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the RENT BOARD is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the RENT BOARD by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the Rent Board. No official or employee of the RENT BOARD shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code

("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to RENT BOARD documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the RENT BOARD for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the RENT BOARD's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the RENT BOARD's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the RENT BOARD or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of RENT BOARD, which approval may be withheld in RENT BOARD's sole and absolute discretion. In the event that RENT BOARD, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to RENT BOARD upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining RENT BOARD's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and RENT BOARD may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a

change order or Contract Amendment executed by both parties and approved as to form by the Executive Director of the Richmond Rent Program or designated Staff Attorney.

23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and RENT BOARD reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of RENT BOARD, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such

service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the RENT BOARD under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by RENT BOARD to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against RENT BOARD hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the RENT BOARD shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
36. Authority. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this Contract on behalf of RENT BOARD. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on

behalf of Contractor, and shall be personally liable to RENT BOARD if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the RENT BOARD relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the RENT BOARD be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance. Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract. Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

RENT BOARD shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the RENT BOARD and the cost thereof shall be charged to Contractor.

If warranted, RENT BOARD shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, RENT BOARD shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to RENT BOARD a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

ITEM F-5

**February 17, 2021
RENT BOARD MEETING**

ATTACHMENT 3.3

This page intentionally left blank

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

This page intentionally left blank