

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

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. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

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 type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement | <input checked="" 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: DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: January 19, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Charles Oshinuga, General Counsel

SUBJECT: Resolution Making Required Findings Pursuant to the Government Code and Directing the Rent Board to Continue to Meet Via Videoconference and Teleconference

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. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendaized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendaized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

Now, CIT's counsel asserts that CIT is experiencing financial harm due to the information within their proposal becoming public. Their counsel request that the Board redact or remove some information from its December 17, 2020 agenda.

RECOMMENDED ACTION:

DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1.

FISCAL IMPACT:

There is no fiscal impact.

DISCUSSION:

Background

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendaized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendaized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

On December 28, 2021, staff members received a letter from CIT's counsel demanding that CIT's published 2020 proposal either be removed or redacted as such information contained trade secrets and were financially harmful to his client. The Rent Board's General Counsel contacted CIT's counsel and after some back and forth, CIT's counsel agreed to rescind the earlier demand letter and issue a request to the Board to provide CIT a courtesy by redacting information that CIT has deemed to be sensitive.

Discussion

Publishing the proposals of an awarded contractor is not only consistent with City of Richmond' past practices, it is required by the Brown Act. There is no obligation to redact information as requested by counsel for CIT. However, the Rent Board is free to exercise its discretion by providing a member of the public with a courtesy in the form of removal of particularized information that may be potentially harmful. After reviewing counsel for CIT's request, staff members find it reasonable to want to remove the phone numbers, resume, personal addresses, and other related information from the public eye. Thus, staff is recommending that the Rent Board order staff to redact the information as identified in Attachment 1.

Recommended Action

DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1.

DOCUMENTS ATTACHED:

Attachment 1 – Letter from CIT’s Counsel

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January 3, 2022

Via Electronic Mail Only

The City of Richmond Rent Board

Virginia Finlay, Chair

vfinlay@richmondrent.org

Shiva Mishek, Vice Chair

smishek@richmondrent.org

Alana Grice Conner

aconner@richmondrent.org

Carole Johnson

cjohnson@richmondrent.org

Michael Vasilas

mvasilas@richmondrent.org

Cc: Charles Oshinnuga, Esq.

charles_oshinuga@ci.richmond.ca.us

RE: Publication of CIT's Bid Proposal

Dear Rent Board:

I had the privilege of speaking with your counsel this morning.

Although we do not necessary see eye-to-eye on some of the legal issues that we discussed, my client would greatly appreciate if, as a courtesy, the City would redact certain information from CIT's bid proposal, as reflected as in the attached redacted version of the bid.

In our opinion, this proposed solution would satisfy the City's obligations under the Brown Act and at the same time, stop the continuing financial harm that my client suffers from having its trade secrets continue to be publicly available.

By this letter, I am retracting the demand letters previously sent, but I am making a courtesy request instead.

Kindly inform me whether the City is amenable to this proposed solution no later than 3 weeks from the date of this letter.

Sincerely,
Rabin Saidian

Rabin Saidian

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AGENDA ITEM REQUEST FORM

**ITEM G-1
ATTACHMENT 1**

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

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. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract for interpretation services for the remainder of the 2020-21 fiscal year.

INDICATE APPROPRIATE BODY

- City Council
- Redevelopment Agency
- Housing Authority
- Surplus Property Authority
- Joint Powers Financing Authority
- Finance Standing Committee
- Public Safety Public Services Standing Committee
- Local Reuse Authority
- Other: Rent Board

ITEM

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

RECOMMENDED ACTION: APPROVE a contract for interpretation services with Cal Interpreting and Translation with a payment limit not to exceed \$3,000 for the term January 1, 2021, through June 30, 2021 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-4.

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AGENDA REPORT

DATE: December 16, 2020
TO: Chair Maddock and Members of the Rent Board
FROM: Paige Roosa, Deputy Director
SUBJECT: CONTRACT WITH CAL INTERPRETING AND TRANSLATION

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. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract for interpretation services for the remainder of the 2020-21 fiscal year.

RECOMMENDED ACTION:

APPROVE a contract for interpretation services with Cal Interpreting and Translation with a payment limit not to exceed \$3,000 for the term January 1, 2021, through June 30, 2021 – Rent Program (Paige Roosa 620-6537).

FISCAL IMPACT:

The proposed contract with Cal Interpreting and Translation 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 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. Cal Interpreting and Translation'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 and corresponding Rent Board Regulations 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 the Interpreting Division Calendar Manager 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 interpreter and an alternative interpreter will be provided when that language combination 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," Rent Board staff shall be able to contact the Contractor by telephone at 888-737-9009 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 Interpreting Calendar Manager (ICM), Julia Gallegos, via email (info@calinterpreting.com) or by phone ((888) 737-9009) 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 combination, 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's ICM 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. S/he 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's ICM will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor's ICM 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. Community Workshops are typically held on one Saturday per month from 10:00 A.M. PDT to 12:00 P.M. PDT.

Conclusion

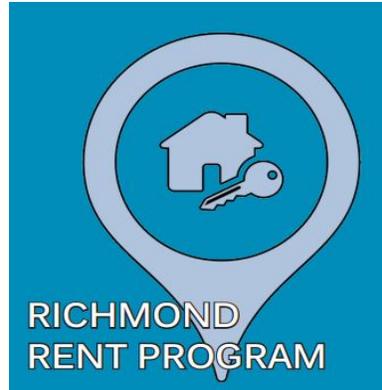
Staff members recommend approval of a contract for interpretation services with Cal Interpreting and Translation, in the amount of \$3,000 for the remainder of the 2020-21 fiscal year.

DOCUMENTS ATTACHED:

Attachment 1 – November 2020 Request for Proposals for Interpretation Services

Attachment 2 – Cal Interpreting and Translation 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

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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:

ATTACHMENT 1
~~ATTACHMENT 4~~
ATTACHMENT 1

- 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

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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

**ITEM G-1
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.

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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 involving 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, in 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 in 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. ATTACHMENT 1
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 Manger. 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.

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INTERPRETATION SERVICES



CITY OF

Richmond CALIFORNIA

NOVEMBER 27, 2020



Cal Interpreting & Translations
2501 W. Burbank Blvd., Ste 311
Burbank, CA 91505
www.calinterpreting.com

DUNS #: 06-693-8384 | CAGE Code: 6ZCM7 | TIN: 27-4468836 | ATA Membership #: 269564
GSA Contract #: GS-00F-201GA



AUTHORIZED REPRESENTATIVES:

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TABLE OF CONTENTS

Table of Figures.....	2
Cover Letter.....	3
Organizational Background	4
About CIT.....	4
CIT’s Founders & Team CIT	5
Igal Saidian, President & 50% Owner of CIT	5
Hersel Saidian, Silent Partner & 50% Owner of CIT	5
Team CIT	6
CIT’s Availability & Reach to CRRP.....	7
CRRP’s Liaison & Central Contact Person at CIT.....	7
Scope of Services.....	7
CIT’s Interpretation Services.....	7
Languages in Which CIT Interprets.....	8
Onsite Interpreting.....	10
Scheduled Telephonic & Video Remote Interpreting	11
Interpreting Equipment.....	11
CIT’s Interpretation Process	12
Quality Assurance & Annual Evaluations of Linguists.....	14
Firm and Personnel Experience	14
CIT’s Key Personnel	14
CIT’s Certified Linguists	16
Relevant Experience	17
Sub Consultants	19
References	19
Fee Schedule	20
Conflict(s) of Interest	20
Proof of Insurance	21
Appendices.....	22
Letter of Recommendation.....	23
Igal Saidian’s Resume	24
Ida Zaghi’s Resume	26
Jamie Hojem’s Resume	28
Julia Gallegos’s Resume	30

TABLE OF FIGURES

Figure 1. CIT's Organizational Chart	6
Figure 2. Telephonic & Video Remote Interpreting Service Highlights.....	12
Figure 3. CIT’s Interpreting Quality Control Process	14

COVER LETTER

Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804

November 27, 2020

Dear Evaluators:

Cal Interpreting & Translations, Inc. (CIT), is a Certified Small Business and high-caliber language services provider located at 2501 W. Burbank Blvd., Ste. 311, Burbank, CA 91505. CIT understands that City of Richmond Rent Program (CRRP) seeks a reliable contractor to provide interpretation services between English and Spanish, Mandarin, Cantonese, Arabic, Tagalog, Vietnamese, Nepali, Hindi, and possibly other foreign languages to facilitate communication with non-English-speaking and Limited English Proficiency (LEP) community members at Housing Unit Hearings, Rent Board Appeal Hearings, and Richmond Rent Program counseling sessions. In-person oral interpretation, telephonic interpretation, and video remote interpretation services will provide such community members with meaningful access to information and services provided by CRRP and support the provision of fair, just hearings.

CIT efficiently and cost-effectively provides accurate, culturally-appropriate translations, interpretations and transcriptions in over 400 languages, including Spanish, Cantonese, Mandarin, Vietnamese, Arabic, Tagalog, Nepali, Farsi, Korean, American Sign Language, and other foreign languages. We currently manage an average of 1,000 linguistic projects monthly with the capacity to handle thousands more and have translated millions of words for a range of subjects, including housing. We provide the interpreting services CRRP seeks to public sector clients like the State of California Business, Consumer Services and Housing Agency; Arlington Economic Development, the Arlington County Department of Human Services Economic Independence Division, and other divisions of Arlington County, VA; the California Homeless Coordinating and Financing Council; the Interpreter Coordinators of the California Courthouses; Pepperdine University; and a host of other government, legal, education, medical, and technology sector clients.

As acknowledged by my signature below, CIT is willing and able to enter into an agreement with CRRP and will comply with all terms and conditions set forth in their Interpretation Services RFP if our proposal is accepted. We appreciate the opportunity to submit a proposal in response to this solicitation and look forward to the possibility of serving CRRP.

Kindest Regards,



Igal Saidian
President
Cal Interpreting & Translations, Inc.
E: igal@calinterpreting.com
P: 888-737-9009

ORGANIZATIONAL BACKGROUND

ABOUT CIT

CRRP seeks a reliable contractor to provide in-person interpretation, telephonic interpretation, and video remote interpretation services between English and Spanish, Mandarin, Cantonese, Arabic, Tagalog, Vietnamese, Nepali, Hindi, and possibly other foreign languages. These services will help CRRP best serve its LEP and non-English-speaking community members by eliminating language barriers at Housing Unit Hearings, Rent Board Appeal Hearings, and Richmond Rent Program counseling sessions.

Cal Interpreting & Translations, Inc. (CIT), which is located at 2501 W. Burbank Blvd., Suite 311, Burbank, CA, 91505, is uniquely qualified to fulfill CRRP's need for interpretation services. We are a high-caliber language service provider with 10 years of experience providing targeted linguistic solutions across the U.S. and abroad to clients like Arlington Economic Development; the Arlington County Department of Human Services Economic Independence Division; the State of California Business, Consumer Services and Housing Agency; the Interpreter Coordinators of the California Courthouses; the California Department of Social Services; the California Office of the Attorney General; the Torrance Unified School District; and many other private and public sector organizations. We provide efficient, accurate and culturally-appropriate written translations in over 400 languages and offer access to a network of thousands of onsite certified interpreters who speak over 400 languages, including American Sign Language (ASL), as well as scheduled telephonic and video remote interpreting services. We currently manage an average of 1,000 interpreting, translation, and transcription projects monthly with the capacity to handle thousands more. We have translated millions of words in Spanish, Arabic, Cantonese, Vietnamese, Mandarin, Tagalog, Nepali, Hindi, and numerous other languages for a range of subject areas, including housing.

CIT is a Certified Small Business that strives to provide the greatest value to our clients by providing high-quality, comprehensive linguistic services responsively and at competitive rates. Our business was founded by a licensed attorney with a deep understanding of legal and political translations who has grown the company to include an extensive team of talented professional linguists knowledgeable in an array of subject areas like government, technology, medicine, and law. Additionally, our linguists hold certifications from established accrediting agencies such as the California Judicial Council and the Association of International Conference Interpreters, have a strong understanding of cultural dynamics, meet CIT's rigorous educational and work experience requirements, have undergone background checks, and are CIT-trained and certified.

Each project CIT completes is overseen by professional, mother-tongue linguists who are experienced interpreting and translating in government agency and courthouse settings and in the

WHY CHOOSE CIT?

- We Translate, Interpret & Transcribe in 400+ Languages.
- Our Network Includes Thousands of Certified Mother-Tongue Linguists.
- We Process ~1,000 Translation & Interpreting Projects/Month With Accuracy & Cultural-Sensitivity.
- Project Managers in 3 Time Zones Ensure 24/7 Project Coverage.
- We're Equipped to Provide Same-Day Translations When Needed.
- We Offer On-Demand Telephonic & Video Remote Interpreting Services for Instant Access to Interpreters.

use of interpretation equipment and translation software. We continuously monitor and enhance the quality of the services our interpreters provide through regular testing, client feedback, reviews, and continuing education. When performing translation services, we use custom-made software that nearly eliminates human error, improves efficiency, saves our clients money, and yields accurate, culturally-appropriate results. Additionally, all translated, edited or transcribed documents are put through a minimum of three quality control checks; they are proofread for accuracy by an editor, run through CIT's proprietary translation memory software to check content against each client's customized glossary, and reviewed by an experienced project manager to ensure timely delivery of documents that fully meet our clients' requirements.

CIT's excellent customer service, quick turnaround, and accurate, culturally-appropriate in-person interpretations, telephonic interpretations, scheduled video remote interpretations, translations, and transcriptions have made us a trusted resource for organizations that require the highest level of responsiveness and accuracy, like the Interpreter Coordinators of the California Courthouses and Arlington Economic Development. Most importantly, we are always present for our clients, no matter the time or day of the week. Our team of professional project managers in 3 time zones are poised to provide around-the-clock coverage to ensure that organizations like CRRP that may need linguistic services after hours or on weekends have 24/7 access to the best resources on demand. Together, our project managers and linguists will help CRRP best serve its culturally-diverse community by delivering the highest-quality interpretation and, if requested, translation and transcription services quickly, accurately and with cultural sensitivity.

Although CIT is located on the west coast, we provide consistent service to clients nationwide by using central inboxes and voicemail monitored by multiple employees who work staggered shifts to provide 24/7 project coverage. When CRRP contacts us to request interpreters, we will respond promptly, within minutes. CIT is also available to host Zoom conferences or teleconferences with CRRP team members for account management purposes.

CRRP'S LIAISON & CENTRAL CONTACT PERSON AT CIT

CIT will provide a single central contact person for CRRP who will be designated for overall program coordination and resolution of issues related to services provided. CRRP's primary contact will be:

Ms. Zaghi is highly-responsive and will acknowledge all CRRP inquiries and complaints within minutes of receipt and promptly resolve any issues raised. Ms. Zaghi has complete authority to act on behalf of CIT for all matters concerning CRRP whenever necessary, at no cost to CRRP. Here are some examples of the types of issues Ms. Zaghi may be tasked with resolving for CRRP and CIT's methods of resolution:

- If CRRP files a complaint about a specific linguist, Ms. Zaghi will ask CRRP to complete a grievance form, remove the linguist from our list of CRRP-approved interpreters, and work with the Interpreting Division Calendar Manager, Jamie Hojem, to identify a qualified alternate linguist to complete either the current project, if unfinished, or future projects.
- If any billing issues arise, Ms. Zaghi will work with CIT's Billing Manager, Sonia Reyes, to promptly resolve them.
- Should CRRP require any custom reports or special technical assistance, Ms. Zaghi will accommodate the request within the timeframe specified with the help of CIT's contract IT & DevOps Specialist, Joseph Rosenzweig.
- CRRP can also contact Ms. Zaghi to request additional language services outside the scope of its Interpretation Services contract, such as translation and transcription services.
- Ms. Zaghi will address any other issues CRRP raises on a case-by-case basis and ensure speedy resolution.

SCOPE OF SERVICES

CIT'S INTERPRETATION SERVICES

CIT offers certified interpreter services onsite, by phone and via video conference to clients like Arlington Economic Development, the California Department of Industrial Relations, the Interpreter Coordinators of the California Courthouses, and the California Department of Social Services for court functions such as hearings and depositions, events, and other situations. Our certified and accredited interpreters are experienced in consecutive and simultaneous interpreting in government settings; have a strong command of both languages required for each interpreting situation; and have a deep understanding of the cultural context of the words they translate. Additionally, our

interpreters strictly adhere to CIT’s Code of Ethics and display their commitment to impartiality, confidentiality, and professionalism. Our interpreters cover over 400 languages, as detailed below.

LANGUAGES IN WHICH CIT INTERPRETS

Abkhazian	Bislama	Dinka
Acoli	Borana	Divehi
Adangme	Bosnian	Dogri
Afar	Brahui	Dravidian
Afrihili	Braj	Duala
Afrikaans	Breton	Dutch
Afro-Asiatic	Buginese	Dyula
Akan	Bulgarian	Dzongkha
Akkadian	Buriat	Efik
Albanian	Burmese	Ekajuk
Aleut	Caddo	Elamite
Algonquian languages	Carib	English
Altaic languages	Catalan	Eskimo
American Sign Language	Caucasian	Esperanto
Amharic	Cebuano (Bisayan)	Estonian
Apache languages	Celtic	Ewe
Arabic	Chagatai	Ewondo
Aramaic	Cham	Fanagalo
Arapaho	Chamorro	Fang
Araucanian	Chechen	Fanti (Fante)
Arawak	Cherokee	Faroese
Armenian	Cheyenne	Farsi (Persian)
Artificial	Chibcha	Fijian
Assamese	Chin	Finnish
Asturian	Chinese	Finno-Ugrian
Austronesian	Chinookjargon	Flemish
Avaric	Choctaw	Fon
Avestan	Church Slavonic	Formosan
Awadhi	Chuukese	French
Aymara	Chuvash	Frisian
Azerbaijani	Cook Island Maori	Friulian
Baatonum	Coptic	Fulah
Balinese	Cornish	Fulani
Baluchi	Corsican	Ga
Bambara	Cree	Gaelic
Banda	Creek	Galician
Bantu	Creoles and Pidgins	Ganda
Basa	Croatian	Gayo
Bashkir	Cushitic	Geez
Basque	Czech	Georgian
Beja	Dagbani	German
Belarusian	Dakota	Germanic
Bemba	Damara	Gilbertese
Bengali	Danish	Gondi
Berber	Dari	Gothic
Bihari	Dayak	Grebo
Bikol	Delaware	Greek
Bini	Dida	Greenlandic / Kalaallisut

ITEM G-1 ATTACHMENT 1

City of Richmond Rent Program (CRRP) | Interpretation Services

Guarani	Kawi	Malayalam
Gujarati	Kayah	Maltese
Haida	Kazakh	Mam
Haitian-Creole	Khasi	Manado Malay
Hausa	Khmer	Mandingo
Hawaiian	Khoisan	Manipuri
Hebrew	Khotanese	Manobo
Herero	Kikuyu	Manx
Hiligaynon	Kinyarwanda	Maori
Himachali	Kirghiz	Marathi
Hindi	Kisii	Mari
HiriMotu	Komi	Marshallese
Hmong	Kongo	Marwari
Hungarian	Konkani	Masai
Hupa	Korean	Mayan
I-kiribati	Kosraean	Mbundu
Iban	Kpelle	Mende
Icelandic	Krio	Meo
Igbo	Kru	Meru
Ijo	Kuanyama	Miao
Iloko	Kumyk	Micmac
Indic	Kunama	Minangkabau
Indo-European	Kurdish	Mixteco
Indonesian	Kurukh	Mohawk
Ingush	Kusaie	Moldavian
Interlingua	Kutenai	Mon-Khmer
Interlingue	Ladino	Mongo
Inuktitut	Lahnda	Mongolian
Inupiak	Lamba	Montenegrin
Iranian	Lao	Mordvinian
Irish	Latin	Mossi
Italian	Latvian	Munda languages
Iu Mien	Lezghian	Muong
Izon	Lingala	Nahuatl
Japanese	Lithuanian	Nauru
Javanese	Loma	Navajo
Judeo-Arabic	Lozi	Ndebele North
Judeo-Persian	Luba-Katanga	Ndebele South
Kiche	Luhya	Ndongo
Kabyle	Luiseno	Nepali
Kachin	Lunda	Newari
Kadazan	Luo	Niger-Kordofanian
Kalabari	Lushai	Nigerian
Kalenjin	Luxembourgish	Nilo-Saharan
Kalmyk-Oirat	Maay Maay	Niuean
Kamba	Macedonian	Norse
Kannada	Madurese	North American Indian
Kanuri	Magahi	Norwegian
Kara-Kalpak	Maithili	Norwegian (Bokmal)
Karen	Makasar	Norwegian (Nynorsk)
Kashmiri	Malagasy	Nubian languages
Kashubian	Malay	Nyamwezi

Nyanja	Serbo-Croat	Tigrinya
Nyankole	Serer	Timne
Nyoro	Shan	Tivi
Nzima	Shona	Tlingit
Ojibwe	Sicilian	Tok Pisin
Oriya	Sidamo	Tonga (Nya)
Oromo	Sign Language	Tonga (Tonga Islands)
Osage	Siksika	Truk
Ossetic	Simple English	Tsimshian
Ottoman	Sindhi	Tsonga
Ovambo	Sinhala (Sinhalese)	Tswana
Pahlavi	Sino-Tibetan	Tumbuka
Palauan	Siouan languages	Turkish
Pali	Siswant	Turkmen
Pampanga	SiSwati (Swazi)	Tuvaluan
Pangasinan	Slavic	Tuvinian
Panjabi	Slovak	Twi
Papiamento	Slovenian	Ugaritic
Papuan-Australian	Sogdian	Uighur
Pashto (Pushto)	Somali	Ukrainian
Persian (Farsi)	Somba	Ulithian
Phoenician	Songhai	Umbundu
Pohnpeian	Soninke	Urdu
Polish	Sorbian	Uzbek
Portuguese	Southern Sotho / Sesotho	Vai
Prakritlanguages	Spanish	Valencia
Q'eqchi' / Kekchi	Sukuma	Venda
Quechua	Sumerian	Vietnamese
Rajasthani	Sundanese	Volapük
Rarotongan	Susu	Votic
Rhaeto-Rom (Romansch)	Swahili	Walamo
Rohingya	Swedish	Waray
Romance	Sylheti	Washo
Romanian	Syriac	Welsh
Romany	Tagalog	Woleaian
Rundi	Tahitian	Wolof
Russian	Tajik	Xhosa
Samoan	Tamang	Yakut
Sandawe	Tamashek	Yao
Sango	Tamil	Yapese
Sanskrit	Tatar	Yi
Sardinian	Telugu	Yiddish
Scots	Tereno	Yoruba
Scottish Gaelic	Tetum	Zapotec
Selkup	Thai	Zenaga
Semitic	Tibetan	Zulu
Serbian	Tigre	Zuni

ONSITE INTERPRETING

CIT uses local interpreters for onsite interpreting to eliminate expensive travel, hotel, and logistical arrangements, allowing us to provide interpretation services quickly and at the most

competitive rates. We are equipped to cover last-minute, evening and weekend interpreting assignments even in remote locations for no extra charge. When CRRP requests onsite interpretation services, we will only send interpreters with backgrounds in and a deep understanding of housing-related subject matter to ensure seamless communication between parties.

Our onsite interpreters support over 400 languages, including American Sign Language (ASL). Our certified ASL interpreters facilitate communication between the hearing-enabled and people who are deaf or hard of hearing and are professionally-trained in subareas of government like housing. They have a broad array of capabilities, such as lip-reading and tactile signing (i.e. interpreting for people who are both deaf and blind by making manual signs in their hands, using cued speech, and signing exact English). We will only use certified ASL interpreters with the proper credentials and abilities to meet CRRP's specific assignment requirements, when needed.

Handling of Dropped Calls & Video Remote Disturbances

CIT understands the importance of reliable connections during interpreting sessions, whether by phone or video conference. That is why we only use U.S.-based remote interpreters and why they are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. Even with a reliable internet or phone connection, sometimes calls drop or video conferences “hiccup”. When such an issue occurs during a telephonic or video remote interpreting session, CRRP will typically be able to disconnect from the session and reconnect using the original call- or log-in information without help from CIT. If a CRRP team member must restart his or her computer and needs CIT to restart an interpreting session, they can call CIT at 888-737-9009 for immediate assistance.

INTERPRETING EQUIPMENT

CIT is also equipped to provide CRRP with interpretation equipment such as portable transmitters, wired microphones, headsets, and wireless receivers that broadcast interpreted messages from microphones to headsets.

Figure 2. Telephonic & Video Remote Interpreting Service Highlights



**OVER THE PHONE
INTERPRETING**

GET INSTANT ACCESS TO
3,000+ INTERPRETERS
SUPPORTING 300+
LANGUAGES ACROSS
ALL TIME ZONES.

CONNECT IN JUST
10 SECONDS!

**VIDEO REMOTE
INTERPRETING**

INTERACT MORE
PERSONALLY WITH
SCHEDULED VIDEO
INTERPRETING. ENJOY A
HIGH-QUALITY
CONNECTION FROM A
LAPTOP OR SMART
PHONE WITH AN APP.



FIRM AND PERSONNEL EXPERIENCE

CIT'S CERTIFIED LINGUISTS

CIT's linguists are certified through organizations like the Association of International Conference Interpreters, The American Association of Language Specialists, the Registry of Interpreters for the Deaf, the National Association of the Deaf, the National Association of Judiciary Interpreters and Translators, the Translators and Interpreters Guild, the National Board of Certification for Medical Interpreters, the Certification Commission for Healthcare Interpreters, the International Medical Interpreters Association, and Interpret America, and/or hold Judicial Council Certification and/or United Nations Accreditation. CIT also tests and awards its own certification to interpreters who have:

- Demonstrated fluency in at least two languages.
- A minimum of a 4-year degree from an accredited university, preferably with a focus in foreign language, linguistics, interpretation, or a related field.
- 4 years of documented and verifiable experience in the interpretation field, specifically with experience performing sight translation, consecutive interpretation, and simultaneous interpretation in both individual and group settings.
- Completed an interview with CIT's Interpreting Division manager.
- A successful score on CIT's rigorous language proficiency exam.
- Positive feedback from 3 references.
- Passed a federal and state background check.
- Passed all federal government watch and debarment lists.
- Signed a confidentiality agreement and non-disclosure agreement with CIT.
- Experience with interpretation equipment such as portable transmitters or wired microphones that broadcast interpreted messages to headsets via wireless receivers.
- Signed a contract that requires conformance with the National Code of Ethics for Interpreters in Health Care (NCIHC), which outlines the duties and responsibilities of interpreters relating to confidentiality, accuracy and completeness, impartiality, client privacy, and ethical violations.
- Passed a nationally-accredited 40+ hour training course.
- Submitted a valid 3-year Motor Vehicle Record.
- Submitted annual health screenings and immunization records for Tuberculosis and Measles, Mumps and Rubella.

When selecting CIT-certified interpreters for CRRP projects, we will give preference to those with the longest working relationships with CIT, housing-sector interpreting experience, higher levels of education, native-level language skills, other specialized certifications, and professional affiliations. Linguists will also have to participate in CIT's housing-focused training program before being considered qualified to serve CRRP.

Upon contract award, we will draw on our extensive network of linguists to assemble a team of preferred interpreters to serve CRRP, thus ensuring consistent service from qualified linguists. We will monitor linguists who are new to CIT by testing them during each of their first five assignments and providing ongoing feedback to ensure optimal results. Additionally, all linguists will be expected to obtain 6 interpreting continuing education units per year.

RELEVANT EXPERIENCE

CIT’s interpreters have helped bridge the language gap for our government clients by allowing public agencies to communicate accurately and effectively with their constituents and clients on a variety of issues in writing, in person, over the phone, and via video conference. Public agencies have relied on us to disseminate key information to the public in the languages they speak through translated documents, and when they need to hear from the public, we translate feedback, complaints and other communications so government agencies can take action. This is in addition to the thousands of man hours our interpreters spend in courts helping people of all walks of life communicate with authorities.

CIT currently provides linguistic services to over 20 public-sector clients, including:

- Adams County Court (Colorado)
- Arlington County, VA (e.g. Arlington Economic Development, the Arlington County Public Health Division, the Arlington County Department of Human Services Economic Independence Division, and 9 other divisions/departments)
- Austin Independent School District
- California Board of Chiropractors
- California Department of Consumer Affairs
- California Department of Corrections & Rehabilitation
- California Department of Developmental Services
- California Department of Health Care Services
- California Department of Industrial Relations
- California Department of Insurance
- California Department of Social Services
- California Department of Tax and Fee Administration
- California Homeless Coordinating and Financing Council
- California Office of the Attorney General
- California State Water Resources Control Board
- L.A. County Department of Public Health
- Medical Board of California
- Oregon Judicial Department
- Portland Public Schools
- State of California Business, Consumer Services and Housing Agency
- State of California Energy Commission
- Torrance Unified School District
- U.S. Bankruptcy Court
- U.S. District Court

Here are some examples of specific interpretation services CIT has performed for our public-sector clients along with contact information and other pertinent details about each client:

REFERENCE #1
Organization Name
Point of Contact
Email Address
Contact’s Phone #
Contract Type

Contract Duration	
Service(s) Provided	
REFERENCE #2	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #3	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #4	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #5	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #6	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	

REFERENCE #7	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #8	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	

SUB CONSULTANTS

If awarded CRRP's Interpretation Services contract, CIT will be the sole provider of all related services. We will not subcontract any work to other businesses.

REFERENCES

REFERENCE #1	
Organization Name	
Point of Contact	
Contact's Title	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #2	
Organization Name	
Point of Contact	
Contact's Title	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #3	

Organization Name
Point of Contact
Contact's Title
Email Address
Contact's Phone #
Contract Type
Contract Duration
Service(s) Provided

FEE SCHEDULE

CIT has a 100% fulfillment rate for interpreters both during and after normal business hours, on weekends and on holidays, and we do not charge additional fees for after-hours assignments. We are particularly known for our ability to find interpreters for exotic languages, even on short notice—so much so that interpreter coordinators throughout the country use CIT when they cannot find interpreters to cover assignments. Our rates are as follows:

SCHEDULED CONSECUTIVE & SIMULTANEOUS ONSITE, TELEPHONIC & VIDEO REMOTE INTERPRETING SERVICES¹		
LANGUAGE	UNIT	PRICE
American Sign Language (ASL)	Per Hour	\$75
Spanish	Per Hour	\$62
All Other Languages	Per Hour	\$72

SIMULTANEOUS INTERPRETING EQUIPMENT & SUPPORT²		
ASSET	UNIT	PRICE
Headset and Receiver	Per Set	\$5
Transmitter & Microphone	Per Set	\$65
Audio Technician	Per Hour	\$40

CONFLICT(S) OF INTEREST

There are no actual, apparent, direct, indirect, or potential conflicts of interest to report between CIT and CRRP.

¹ A 2-hour minimum applies. Client will be billed for the scheduled time period or two hours, whichever is greater. Cancellations made within 24 hours of a scheduled appointment will be subject to a charge in the amount of the two-hour minimum or the time booked, whichever is greater. When an onsite interpreter travels over 50 miles roundtrip for an appointment, client will be billed in accordance with the current IRS rate of \$0.575/mile.

² Round-trip equipment shipping costs apply in addition to per-set prices. Shipping rates will be calculated and billed based on requirements such as overnight delivery, 3-day delivery, etc.

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2020

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 Ventura Capital Insurance, Inc 19327 Ventura Blvd Suites G-F Tarzana CA 91356		CONTACT NAME: Avidan Ourian PHONE (A/C, No, Ext): (818) 921-4434 FAX (A/C, No): E-MAIL ADDRESS: Avidan@venturains.com	
INSURED Cal Interpreting & Translations 2501 W. Burbank Boulevard #311 Burbank CA 91505		INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INS CO LTD NAIC # 11000 INSURER B: HARTFORD FIRE IN CO 19682 INSURER C: INSURER D: INSURER E: INSURER F:	

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			57 SBA BM5983 DX	05/23/2020	05/23/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PIOP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input 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			57 SBA BM5983 DX	05/23/2020	05/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	57 WEC PH3896	07/10/2020	07/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION 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
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ACORD 25 (2016/03)

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APPENDICES

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March 9, 2020

To Whom It May Concern:

I am writing this letter of reference on behalf of Cal Interpreting & Translations, Inc (CIT). The onsite interpretation work has consisted of providing in-person interpretation services for languages such as ASL, Cantonese, Nepali, Marathi, Samoan, Tagalog, Hebrew and Spanish. CIT is very reliable and all assignments have been completed on a timely basis. Additionally, the company is extremely flexible and responsive. The project managers are polite and make the scheduling process very easy. We would highly recommend CIT for any translation requirements you may have. Please feel free to contact me with any questions you may have regarding CIT.

Sincerely,

Resume

P: 888-737-9009

Total Saidian

P 2

Resume



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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

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: **Cal Interpreting & Translations**

Street Address: **2501 W. Burbank Blvd., Ste 311**

City, State, Zip Code: **Burbank, CA 91505**

Contact Person: **Igal Saidian**

Telephone: **(888) 737-9009** Email: **igal@calinterpreting.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 **January 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

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

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)

By: _____

Approved as to form:

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**

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 and corresponding Rent Board Regulations 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 the Interpreting Division Calendar Manager 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 interpreter and an alternative interpreter will be provided when that language combination 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," Rent Board staff shall be able to contact the Contractor by telephone at 888-737-9009 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 Interpreting Calendar Manager (ICM), Julia Gallegos, via email (info@calinterpreting.com) or by phone ((888) 737-9009) 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 combination, 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's ICM shall send an

**CAL INTERPRETING &
TRANSLATIONS**

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. S/he 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's ICM will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor's ICM 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).

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

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. Community Workshops are typically held on one Saturday per month from 10:00 A.M. PDT to 12:00 P.M. PDT.

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**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:

SCHEDULED CONSECUTIVE & SIMULTANEOUS ONSITE, TELEPHONIC & VIDEO REMOTE INTERPRETING SERVICES¹		
LANGUAGE	UNIT	PRICE
American Sign Language (ASL)	Per Hour	\$75
Spanish	Per Hour	\$62
All Other Languages	Per Hour	\$72

(1) Contractor will bill for the reserved time or the one hour minimum, whichever is greater. Rent Board staff will ask the assigned interpreter if the interpreter can stay past the reserved time. If the interpreter is not able to stay past the reserved time, Rent Board will notify the Contractor as soon as possible to allow the Contractor sufficient time to provide a second interpreter. Telephonic assignments will be conducted via the consecutive mode and Zoom workshops may be conducted via the simultaneous mode.

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, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor at accounting@calinterpreting.com or (888) 737-9009 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

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

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:

Igal Saidian

Cal Interpreting & Translations

2501 W. Burbank Blvd., Ste. 311

Burbank, CA 91505

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

EXHIBIT E
SPECIAL CONDITIONS

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

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

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.

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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 involving 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, in 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 in 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. RENT BOARD 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-4

**December 16, 2020
RENT BOARD MEETING**

ATTACHMENT 3.3

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**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 Manger. 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.

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