

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH ACCENT ON LANGUAGES INC.  
AGREEMENT NUMBER F002802**

This "Agreement" is made as of this \_\_\_\_day of \_\_\_\_\_, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Accent On Languages, Inc, a "California S Corporation ("Contractor").

**R E C I T A L S**

A. City desires to into agreement to provide translation and interpretation services for the City of Santa Rosa.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B, for a not to exceed \$300,000. Contractor shall submit monthly statements to each City Department utilizing this service which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum one hundred thousand dollars (\$100,000). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

### **4. INDEMNITY**

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Contractor Representative:

Brandalyn Tramel  
Purchasing Agent  
635 1<sup>st</sup> Street – Second Floor  
Santa Rosa, CA 95404  
707-543-3706  
btramel@srcity.org

Virginia Bertorello  
Project Manager  
2718 Telegraph Avenue Suite 104  
Berkeley, CA 94705-1130  
510-644-9470  
virginia@accentonlanguages.com

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue for a three year period with two one year renewal options, and will remain in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## **12. REMEDIES UPON DEFAULT**

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

### **13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A for a three year period. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, through June 30, 2027, with two one year extension options thereof.

### **14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of

performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

## 15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

## 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (*check one*)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## 17. CONFIDENTIALITY OF CITY INFORMATION



During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONTRACTOR INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

## **19. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly

existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

## **21. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

**CONTRACTOR:**

Accent On Languages, Inc.

**TYPE OF BUSINESS ENTITY:**

- Individual/Sole Proprietor
- Partnership
- S Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

**CITY OF SANTA ROSA**  
a Municipal Corporation

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

Print Name:

Title: Mayor

*Signatures of Authorized Persons:*

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

Print Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

**Attachments:**

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C – Federal Provisions

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Response to  
**REQUEST FOR PROPOSALS (RFP) 23-58**  
**Translation and Interpretation Services**  
**City of Santa Rosa**

**Volume I: Technical Proposal**

**Submitted by:**

Accent on Languages, Inc.

Questions?

[info@accentonlanguages.com](mailto:info@accentonlanguages.com)

510-644-9470

**12/11/2023**



## **1. Executive Summary**

Accent on Languages, Inc. (“Accent”) welcomes the opportunity to present our linguistic services to the City of Santa Rosa (the City). Accent is a Small Business (SB), Woman-Owned Business Enterprise (WBE) and Minority Business Enterprise (MBE) in the State of California, and Small & Emerging Business (SLEB) certified by the County of Alameda. Accent is a corporate member of the American Translators Association (ATA) and subscribes to the ATA Code of Professional Conduct and Business Practices. Accent is also an approved vendor by the City and County of San Francisco in California.

Accent on Languages’ mission is to provide comprehensive foreign language and cultural services to the government and general public, focusing on reaching the highest level of quality in our translations while offering continuous and personalized customer service to our clients. Accent has more than thirty years of experience providing comprehensive translation, localization, transcription and interpretation services (including American Sign Language) to federal and state organizations and communities as well as to private businesses. In particular, Accent has provided linguistic support to U.S. federal government agencies since 1997.

Accent on Languages routinely provides translation and interpretation services to U.S. government agencies in situations where accurate work and delivery on schedule define project success. In addition, we always strive to respond quickly to our clients’ needs. During the pandemic, Accent has demonstrated the ability to provide great quality work while meeting rush deadlines simultaneously in multiple languages. Part of our success comes from our ability to use the latest cloud and IT technology to meet all of our clients’ requirements. Accent combines the flexibility of a small company with the experience, expertise and great capability typically associated with larger enterprises.

As recently as early August of this year, Accent provided linguistic services to support the Asian-Pacific Emergency Council (APEC) conference, held in Seattle, Washington. Delegations from economies members of APEC attended the conference, and seamless communication was paramount to ensure a smooth dialogue and contribute to finding solutions to the many challenges and issues discussed at the event, mostly centered around disaster emergency response topics. We assembled a team of twelve (12) highly qualified interpreters to cover a total of seven (7) languages during the conference. Their adeptness encompassed a wide spectrum of interpreting techniques, including simultaneous, consecutive, and whispering interpretations. These skills seamlessly facilitated fluid exchanges at bilateral meetings, plenary sessions, working groups, receptions, and site visits, catering to diverse delegations across the APEC economies.





We also contributed to the interagency coordination by helping other US agencies involved in the event, and hotel staff, audio equipment technicians, etc. This project is a great showcase of how we used our expertise and experience to deliver great service while also complying with strict requirements and keeping the final cost under budget.

Accent is also providing Over-the-Phone and Video Conferencing Interpreter Services in support of the Department of Homeland Security (DHS) United States Citizenship & Immigration Services (USCIS) Refugee, Asylum, and International Operations (RAIO) Directorate. Accent provides on demand service 24/7 to 12 field offices of DHS, covering 40+ languages including languages such as Arabic, Dari, Farsi, French, Creole, Hindi, Mandarin, Pashto, Portuguese, Punjabi, Russian, Somali, Spanish, Quiche, Ukrainian, Urdu and many more.

Accent serviced approximately 1,500+ calls placed and completed, adding up to over 200,000 minutes of telephonic interpretation since May of 2023, averaging 80,000 minutes of telephonic interpretation per month. We became the top vendor for several USCIS Field Offices, resulting in our interpreters being able to carry out longer phone calls with multiple interviews, offering a better service to individuals and garnering praise from the asylum officers. The majority of our interpreters have successfully carried out extensive calls (most calls ranging from 2-9 hours), with our longest call lasting over 9 hours. With a robust team of 300+ linguists possessing current public trust security clearance, and an additional pipeline of 400+ linguists in process, Accent stands ready to meet the linguistic needs of our valued customers.

Accent also has extensive experience providing standard translation services for websites, forms, printed materials for marketing campaigns, etc. including support services such as voice over services, subtitling and captioning, section 508 and ADA compliance remediation services, American Sign Language, and Braille, transcription and translation services for Court purposes, and our transcripts are often used in Court as evidence, and our linguists are available to testify as expert witnesses in Court.

Accent owns a stock of interpreting audio equipment stored in our office in Berkeley, California, consisting of over 85 receivers, 5 transmitters, 4 interpreter consoles, 2 table top booths, with the corresponding headsets, microphones, and earpieces/earphones, including more than 50 feet of XLR microphone cable extensions, connectors and adaptors from XLR to Stereo or RCA connections, wireless handheld microphones for the audience with a wireless transmitter, speaker extension cables, etc. We can serve the City even for rush audio equipment requests the next day. We also have partnerships with audio/video companies to complement large orders. We can serve more than 200 attendants with receivers if needed. And for video remote interpreting, Accent owns a professional Zoom account and can organize meetings for up to 200 online participants, and provide simultaneous interpretation channels embedded in the Zoom application, with multiple language channels available to the audience.

## **2. Table of Contents**

1. Executive Summary	Page 02
2. Table of Contents	Page 04
3. Identification of Proposer	Page 05
4. Staffing Resources	Page 06
a. Firm Staffing and Key Personnel	Page 06
b. Subcontractors	Page 09
5. Experience and Technical Competence	Page 10
a. Experience	Page 10
b. Project Specific Experience	Page 12
c. Technical Competence	Page 15
6. Proposed Method to Accomplish the Work	Page 16
7. Insurance Requirements	Page 22
8. Litigation	Page 22
9. Other Information	Page 22
a. Demonstration of record of staffing tasks	Page 22
b. Description of community involvement	Page 22
c. Description of any previous involvement with the City	Page 23
d. Statement regarding conflicts of interest	Page 23

*Volume II Compensation Schedule included in a separate file.*

### **3. Identification of Proposer**

- **Legal Name: Accent on Languages Inc.**
  - Point of Contact: Caroline Lee, CEO and owner
  - 2718 Telegraph Avenue Suite 104
  - Berkeley CA 94705-1130
  - 510-644-9470
  - info@accentonlanguages.com
- California S Corporation 2570427
- GSA Contract 47QRAA23D0058
- CMAS Contract 4-23-07-1004
- SAM Unique Entity Identifier (UEI) M3W2EQK9LHC1
- Socio-economic status:
  - Certified Small Business in California (SB 28175)
  - Certified Woman-owned Business Enterprise (WBE) and Minority Business Enterprise (MBE) (certified in California under the CUCP program)
  - Disadvantaged Business Enterprise (DBE) application under review by the CUCP program, to be completed before the end of the year 2023
  - Small Business Administration Section 8(a) certification application in process

#### **4. Staffing Resources**

Our Project Managers assigned to the Translation and Interpreting services are continually adding new linguists to our resources following our hiring procedure. The linguists who are successfully approved by the Project Managers are processed and entered in our proprietary database of resources. We have access to over 5,000 records of verified linguists, including about 400 local interpreters in the Bay Area. All linguists are evaluated and given feedback on their performance. Our Project Managers would also follow up periodically with the City to track and monitor the level of satisfaction, by means of phone conversations, meetings, or electronically using our own model of feedback survey. Accent has recruited and carefully trained hundreds of linguists to ensure the highest quality of work. Linguists must meet or exceed the following requirements:

- Native speaker candidates of the target language in question.
- Candidates must provide proof of educational background and experience.
- Candidates must have documented linguistic experience in their specialization.
- Candidates must provide three references.

Many of the linguists who apply to work with Accent have already obtained the proper credentials such as a medical certifications, a state or federal court certification, an ATA certification and/or any of the other available certifications in the US. Accent is an active corporate member of ATA (American Translators Association).

Accent also provides an in-house proprietary assessment test to verify and certify linguistic proficiency, which can be helpful in the absence of a traditional accepted certification. Accent tests the linguists for written and/or oral proficiency in both English and the target language. The linguist is tested for clarity, fluency, customer service, accuracy, respect, integrity and professionalism. Accent schedules a series of interviews with a potential linguist; a telephone interview followed by an in-person/face to face interview with the Project Manager. If the candidate is deemed a suitable linguist, the CEO (Ms. Caroline Lee) conducts another face to face or remote video interview.

We have resources available locally in the Bay Area for the following languages: Arabic, Armenian, American Sign Language, Bengali, Burmese, Cambodian (Khmer), Chamorro, Chinese (Cantonese), Chinese (Mandarin), Chinese Simplified or Traditional, Croatian, Czech, Dari, Dutch, Farsi (Persian), French, German, Greek, Gujarati, Haitian Creole, Hebrew, Hindi, Hmong, Hungarian, Ilocano, Italian, Japanese, Karen, Korean, Laotian, Mam, Mien, Nepali, Pashto, Portuguese, Polish, Punjabi, Romanian, Russian, Serbian, Slovak, Spanish, Swahili, Tagalog, Telugu, Thai, Tigrinya, Tongan, Turkish, Ukrainian, Urdu, Vietnamese and Yiddish. We also offer telephonic remote services in over 200 languages, available 24/7.

##### *a. Firm Staffing and Key Personnel*

The management team of Accent on Languages is composed of a team of in-house linguists who speak Spanish and Chinese. They all come from various cultural backgrounds and clearly understand the need

for an optimal linguistic and cultural communication. The following table shows the key management personnel assigned to this project.

<b>Name / Title / Contact Info</b>	<b>Role &amp; Years with Accent on Languages</b>	<b>Educational Background &amp; Experience</b>
<p>Ms. Caroline Lee, CEO and owner of Accent on Languages / Chinese linguist Quality Control Overview caroline@accentonlanguages.com 510-644-9470 Translation and Localization Executive with 12 years of localization leadership; strong understanding of localization and globalization best practices, technology and tools, processes, and vendor management in various verticals.</p>	<p>CEO and owner of Accent on Languages. She has a vision of helping people serve the greater good through creating a diversified culture and establishing better communication in both language and culture. Supervised over 20 million dollar projects from ideation to launch with 99.8% accuracy and on-time delivery. Worked closely with Fortune 500 global executives on business strategies, creative solutions, and financial predictions to adapt to market conditions while increasing profitability.</p>	<p>Middlebury Institute of International Studies Masters Degree in Conference Interpreting Aside from being a linguist herself, finding solutions, being a client advocate, strategizing and executing localization ideas to maximize efficiency and quality have been something that's always kept her up at night in the past 12+ years.</p>
<p>Ms. Virginia Bertorello, <i>Project Manager</i> virginia@accentonlanguages.com 510-644-9470 x 1011</p>	<p>Program Assistant / Project Manager for Interpreting Services (including remote video). One year with Accent.</p>	<p>Interpreters' coordinator, conducts vetting of interpreters. She oversees the quality control process and is the liaison with interpretation clients.</p>
<p>Mr. Nestor Guzmán <i>Project Manager / Spanish linguist</i> nestor@accentonlanguages.com 510-644-9470 x 1012</p>	<p>Project Manager for written translation services. Spanish linguist. Three years with Accent.</p>	<p><i>Seeking AA in Liberal Arts</i> Experience assisting in translation projects, performing Spanish written translations.</p>
<p>Mr. Baoze Zhang Project Manager Assistant baoze@accentonlanguages.com 510-644-9470</p>	<p>Translation Production assistant. Baoze is a native Mandarin speaker. One year with Accent.</p>	<p>Beijing Foreign Studies University Bachelor's degree in Translation and Interpretation Master's degree in Translation and Localization Management Middlebury Institute of International Studies at Monterey</p>

Orders can be placed by telephone, email or fax.

Office Phone number: (510) 644-9470  
Office Fax number: 1 (844) 308-9396  
Office email contact for orders: cityofsantarosa@accentonlanguages.com

(Office hours are 8:30am-5pm but we can be reached after hours at the aforementioned contacts for emergencies)

*Key Program Manager Resume: Caroline Lee, CEO and owner of Accent*

## **EDUCATION**

Master of Translation and Localization Management

Bachelor of English Monterey Institute of International Studies, 2007-2009

English / Mandarin / Taiwanese

Wenzao Ursuline University of Languages, 2005-2007

## **EXPERIENCE**

CEO, Accent on Languages, 2021-Present

- Establish the vision and implement strategic operations for the organization.
- Create a safe and diversified environment for employees to grow and thrive; establish a culture of collaboration and integration that continuously enhances client experiences.
- Develop procedures to maximize operational efficiencies to provide the highest quality, fastest delivery, and most reasonable budget for all of our clients.
- Supervise daily operations and provide support for daily operations at all internal levels.
- Collaborate with the team to prepare and present responses to government proposals, RFPs and RFIs.
- Provide key operational decisions, financial predictions, and performance analysis.
- Continue leadership and stewardship in the community to help serve the greater good.

ISI Language Solutions; BIG Language Solutions, 2011-2021; VP of Operations (2021); Director of Production (2016-2021); Production Manager (2014-2016); Project Manager (2011-2013)

- Identified, tested, and onboarded AI-based machine translation and QA systems.
- Managed development of linguist contractor coordination and ranking platform, and onboarded CMS tools to optimize efficiency.
- Collaborated with stakeholders and cross-functional teams to plan and implement localization project roadmap. Led teams from ideation through successful execution.
- Championed initiatives to increase operational adaptability, efficiency, and agility.
- Created data-centered reports and presentations for executives regarding performance, strategy, and outlook.
- Partnered with sales, marketing, engineering, and accounting teams to define, prioritize, and create growth opportunities.
- Successfully hired, retained, and trained top talent to expand from 15 specialized in-house positions to 50+ cross-trained global team members in two years.
- Developed quantifiable metrics and KPIs to closely manage performance of operation and sales teams.
- Drafted and negotiated responses to RFP's, SOW's, and NDA's.
- Supervised and streamlined recruitment, training, and ongoing evaluation of vendors.

International Brand Manager, BijouMontre SWISS SA, 2010-2011

- Built international brand equity and encouraged sales development by organizing marketing events in the US, Switzerland, China, Japan, Hong Kong, and Taiwan.
- Created localized product descriptions for advertising in English and Chinese.
- Advised key stakeholders regarding new products.
- Trained distributors and salespeople how to communicate design features to consumers in China, Japan, Hong Kong, and Taiwan.

*b. Subcontractors*

The Project Managers are responsible for administering and overseeing the subcontracts. The responsibilities include:

- Oversight of the work in progress to assure conformity to plans and specifications and quality of workmanship.
- Providing recommended changes to the subcontract statement of work, including proposed changes to the technical specifications, plans, and/or performance requirements.
- Acting as technical advisor in actions involving subcontract change orders, supplemental agreements, or disputes.
- Every subcontractor will sign the following agreements with Accent on Languages:
  - Non-disclosure agreement.
  - Teaming agreement specifying scope of work and requirements.

Accent on Languages will ensure that all subcontractors comply with all the requirements stated in the scope of work; the City will not need to ever contact or manage any subcontracted company or individual. It is understood and agreed that the participating subcontractors shall be solely and directly responsible to Accent on Languages, and the City shall have no obligation to them.

## 5. Experience and Technical Competence

### a. Experience

Accent on Languages was founded in 1997 in Berkeley, California, and has been serving the Bay Area and the State of California since then. Accent has been a General Services Administration (GSA) certified vendor since 2003, and after a successful 20 year run, Accent recently obtained a successor legacy contract schedule award with GSA in March of 2023. In addition, Accent has been a California Multiple Award Schedule certified contractor with the State of California since 2009. The list of our federal clients includes, but it is not limited to the Department of Agriculture, Federal Bureau of Investigation, Department of Justice, etc.

At the local and State levels Accent serves entities in the Bay Area such as the Alameda County Public Health Department, Alameda County Social Services, BART (Bay Area Rapid Transit), cities such as the City of San Francisco, the City of Oakland, the City of Berkeley, the City of Albany, the City of St. Helena and many others across California and the United States. We also serve California counties such as Alameda County, San Diego County, Napa County, etc. and unified school districts such as the Oakland USD, Castro Valley USD, San Lorenzo USD, Napa Valley USD, etc. The next table summarizes a list of relevant projects that Accent on Languages is currently managing or successfully managed in the last (10) years.

Contracting agency	Type of contracted services provided	Contract term & budget	Performance outcomes
<b>Alameda County (all departments)</b>	Interpreting services, ASL, and written translation services. Written translation services, glossary management, formatting services. Over the phone interpreting available 24/7 on demand for Spanish, Chinese, Vietnamese, and other languages, including video remote ASL services.	2017 - 2023 \$1,1M	All work delivered on time, with no deviations from the budget.
<b>Bay Area Rapid Transit (BART)</b>	Written translation services, glossary management and formatting services. Spanish, Chinese, Vietnamese, Tagalog, Arabic, etc.	2010 - 2016 / 2022 - present \$486,000	All work delivered on time, with no deviations from the budget.
<b>California Department of Motor Vehicles (DMV)</b>	Over the phone and video remote (for ASL) interpreting with linguists cleared by Department of Justice Live Scan certification. Languages offered: American Sign Language (ASL), Arabic, Mandarin, Armenian Eastern, Portuguese, Armenian Western, Russian, Cantonese, Spanish, Japanese, Tagalog, Korean, Vietnamese, Afghani, Indonesian, Albanian, Ingush, Amharic, Italian, Assyrian, Laotian, Bengali, Lebanese, Bulgarian, Lithuanian, Burmese, Macedonian, Cambodian, Malayalam, Chaldean, Mien, Chinese, Nepali, Chiu-Chow, Pashto, Croatian, Persian, Dari, Polish, Dutch, Punjabi, Eritrean, Romanian, Ethiopian, Samoan, Farsi, Serbian, French, Somali, German, Taiwanese, Greek, Tibetan, Gujarati, Thai, Hebrew, Tigrinya, Hindi, Tongan, Hmong, Turkish, Hungarian, Ukrainian, Ilocano, Urdu.	2023-2024 \$35,000	All work delivered on time, with no deviations from the budget.



<b>California Air Resources Board</b>	Simultaneous interpreting services, audio equipment rental services, glossary management, written translation services: Spanish, Punjabi, Chinese (Traditional), Chinese (Simplified), Korean, Vietnamese.	2010 - 2021 \$506,000	All work delivered on time, with no deviations from the budget.
<b>San Diego County</b>	Serving all departments in the County. Written translation services, glossary management, formatting services in Arabic, Chinese, Spanish, Tagalog, Vietnamese, Dari, Farsi, Somali, Hindi, Korean, Japanese, etc.	2012 - present \$210,000	All work delivered on time, with no deviations from the budget.
<b>US Citizenship and Immigration Service (USCIS)</b>	Over-the-Phone and Video Conferencing Interpreter Services in support of the Department of Homeland Security (DHS) United States Citizenship & Immigration Services (USCIS) Refugee, Asylum, and International Operations (RAIO) Directorate. Accent provides on demand service 24/7 to 12 field offices of DHS, covering 40+ languages including languages such as Arabic, Dari, Farsi, French, Creole, Hindi, Mandarin, Pashto, Portuguese, Punjabi, Russian, Somali, Spanish, Quiche, Ukrainian, Urdu and indigenous languages (Mam, Ixil, Pulaar). Accent has a team of about 300+ linguists with a current public trust security clearance, and a pipeline of about 400+ linguists in process of obtaining it.	2023 - present \$1,599,997 for the first year up to 3,999,992.50 for the total duration of the contract order (2 optional years)	All work delivered on time, with no deviations from the budget.
<b>FEMA, APEC Conference 2023</b>	On-site simultaneous, consecutive, escort and whispering interpretation and project management to support the Asian-Pacific Emergency Council (APEC) conference, held in Seattle, Washington. Delegations from economies members of APEC attended the conference, mostly centered around disaster emergency response topics. Interpretation was provided in different modes (consecutive, simultaneous, whispered) during bilateral meetings, plenary sessions, working groups, receptions, and site visits. A team of 12 interpreters covering 7 target languages (Spanish, Mandarin, Malay, Indonesian, Vietnamese, Thai, and Korean), catering to diverse delegations across the APEC economies. Provide English phonetic pronunciation of delegates' names and voices recorded by native interpreters. Take into consideration geopolitical issues, like using "Chinese Taipei" instead of "Taiwan", "the Republic of Korea" instead of "Korea", and "PRC" instead of "China". Match conference flow with the right interpreting type during the event. We also contributed to the interagency coordination by helping other US agencies involved in the event, and hotel staff, audio equipment technicians, etc.	August 2023 APEC conference in Seattle, WA \$88,000 (without travel and lodging)	Travel, lodging, audio equipment and other coordination services to support FEMA. All work delivered on time, with no deviations from the budget.

*b. Project Specific Experience*

Please find below a description of three (3) relevant service contracts held within the last five years, for your consideration:

1	Client company	Contact	Begin date	End date
	City of Oakland	May Tam, Program Manager III	2022	2025
	<b>Phone number</b>	<b>Email address</b>		
	(510) 238-2368	mtam@oaklandca.gov		
<b>Dates and value</b>				
Under contract since 2015. Latest Professional Service Agreement effective in March 2022, and expiring in March 2025. Total value (cap) of the contract is \$550,000.				
<b>Description of key services provided</b>				
Accent on Languages provides written translation and on-site interpreting services as well as American Sign Language, to support various departments and agencies within the City of Oakland, such as Public Works, Transportation, Office of the Mayor, Parks and Recreation, Health Department, including materials to be posted online in the City’s website. Work was delivered in a timely manner with no deviations from the required quality standards. Languages provided: Spanish, Russian, Arabic, Chinese, Cambodian, Korean, Tagalog, Vietnamese, among others.				

<b>2</b>	<b>Client company</b>	<b>Contact</b>	<b>Begin date</b>	<b>End date</b>
	Alameda County Public Health Department	Dellie Cartwright, Therapy Aide	2021	2024
	<b>Phone number</b>	<b>Email address</b>		
	(510) 208-3932	Dellie.Cartwright@acgov.org		
<b>Dates and value</b>				
2007 to present (several contracts). Current Procurement Contract from April 2021 - April 2024. Total value (cap) of the contract is \$6,391,000.				
<b>Description of key services provided</b>				
<p>Accent on Languages provides on-site, video and over the telephone interpreting services in spoken languages and American Sign Language, and written translation services including formatting and glossary development services. Communities targeted: Alameda County residents with low or non-English speaking capabilities who interact with the Alameda County Public Health services, such as medical therapy units, doctors' appointments, etc. Work was delivered in a timely manner with no deviations from the required quality standards. As an example of specified services, verbal translation services may occur during, but are not limited to, Child Family Team (CFT) meetings, County staff home visits with patients, and meetings with patients and clients at a county office. A CFT consists of a meeting held at an office, during which County staff, clients, community members, service providers, and others discuss and create a plan to best maintain the safety of a child. The CFT meetings are often emotional in nature and require interpreters to provide interpretation in difficult conditions. SSA's Children and Family Services, Workforce and Benefits Administration, Adult &amp; Aging Services, and Administration &amp; Finance departments requires in-person (face-to-face) interpretative and document translation services in Spanish, American Sign Language (ASL), Certified Deaf Interpreters (CDI), Vietnamese, Tongan, Cantonese, Mandarin, Urdu, Burmese, Farsi, Tagalog, Mayan (Mam, Chuj, etc.), Korean, Dari, Laotian, Hindi, Mien, Pashto, Russian, Swahili, and Punjabi, including video remote interpretation (VRI) for ASL, CDI, etc.; In-person interpretation for American Sign Language (ASL), Certified Deaf Interpreters (CDI), Spanish, Mandarin, Cantonese, Farsi, Dari, Tagalog, Vietnamese, Cambodian, and other languages; and translation for the listed languages and other languages, and Braille.</p>				

3	Client company	Contact	Begin date	End date
	Napa Valley Unified School District	Dr. Rosanna Mucetti, Superintendent	2013	2024
<b>Phone number</b>	<b>Email address</b>			
(707) 253-3511	rmucetti@nvusd.org			
<b>Dates and value</b>				
Under contract since 2021. Total value of the contract in 2023 is \$40,000. Purchase Order for linguistic services BPO24-00161				
<b>Description of key services provided</b>				
<p>Project: Accent on Languages provides written translation and on-site interpreting services as well as American Sign Language. Work was delivered timely with no deviations from the required quality standards. Languages provided: Spanish, Russian, Arabic, Chinese, Cambodian, Korean, Tagalog, Vietnamese, among others.</p> <p>Testimonial from Dr. Rosanna Mucetti:  “Accent on Languages is responsive and organized while maintaining a gold standard of interpretation and translation services. Their high quality services provide school districts with exactly what they need in order to create equitable access to information and experiences for their multilingual communities. Accent on Languages has transformed our two way communication with our multilingual community in the Napa Valley Unified School District. We use them for board meetings, district wide community meetings, and to train internal interpreters in order to build our own capacity. They have been an outstanding partner over the last three years and we are grateful for our ongoing partnership with them as we serve our linguistically diverse community.”</p>				

c. Technical Competence

Accent is a small business with the capability of offering a one-stop shop for all your linguistic needs, including written translation services, formatting, section 508 and ADA services, voice over, audio transcription, subtitles, interpretation in all available modes (consecutive, simultaneous, in person on-site, telephonic scheduled and on-demand 24/7, video remote scheduled, American Sign Language, audio equipment for large conferences), language assessments and evaluations for staff and professional interpreters.

We rely on the latest computer-assisted tools (CAT) to support our linguists and project managers. Accent uses Phrase and Protemos to allow for the accurate deployment of glossaries, term bases, style guides, etc. and help and assist in detecting errors and omissions in the translation to ensure quality and consistency.

Accent owns a license to Adobe Creative Suite, with direct access to formatting tools such as Adobe InDesign, Adobe Illustrator, Adobe Premiere, and many more, which allows us to provide quick and accurate formatting service in all foreign languages and help you customize your translated marketing materials, videos and other paper and web-based outreach materials with design components.

Accent owns a stock of over 85 receivers, 5 transmitters, 4 interpreter consoles, 2 table top booths, with the corresponding headsets, microphones, and earpieces/earphones, including more than 50 feet of XLR microphone cable extensions, connectors and adaptors from XLR to Stereo or RCA connections, wireless handheld microphones for the audience with a wireless transmitter, speaker extension cables, etc. We also have partnerships with audio/video companies to complement large orders. We can serve more than 200 attendants with receivers if needed. Our project managers can assist the City staff in the use of this equipment and we are able to provide dry-run test meetings and other assistance to ensure a successful event.

For video remote interpreting, Accent owns a professional Zoom account and can organize meeting links for up to 200 online participants, including simultaneous interpretation channels embedded in the Zoom application, with multiple language channels available to the audience. Take note multiple simultaneous interpretation channels are available only with professional level Zoom accounts, this feature might not be available with other Zoom tiers.

Accent can also organize interpretation services using other popular cloud-based communication platforms such as Google Meet, Microsoft Teams, Webex, etc. Accent does not provide hardware (computers or devices) to access these platforms, but our project managers can assist the City staff and customers in the use of these platforms and we are able to provide dry-run test meetings and other assistance to ensure a successful event or meeting.

## **6. Proposed Method to Accomplish the Work**

Accent has successfully handled over the years all types of translation and interpretation projects, from small assignments to highly specialized projects. Regarding written translation services, Accent provides translators in over 120 languages to California entities such as the Alameda County Public Health Department, Alameda County Social Services agency, Bay Area Rapid Transit District, Alameda County Transit District, and many Federal agencies including the Department of Agriculture, Federal Emergency Management Agency, Department of Justice, Department of Labor, and many others. Some of the languages we offer on a regular basis include Spanish, Tagalog, Arabic, Vietnamese, Punjabi, Korean, Chinese (Cantonese and Mandarin), and many other languages upon request, including emergency 24-hour turnaround services. Accent also has extensive experience organizing multi-language teams of translators to support projects with large volumes, and throughout an extended period of time, including the coordination of travel and lodging for conference events. Accent combines the flexibility of a small company with the experience, expertise and great capability typically associated with larger enterprises.

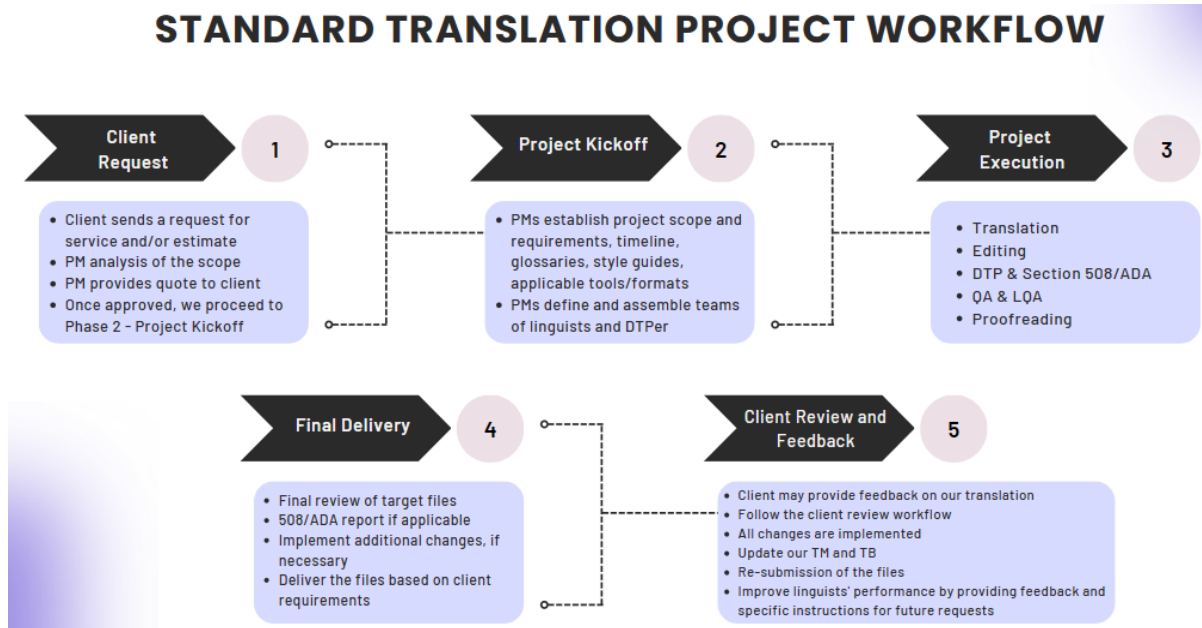
### **“First Year” draft**

- **Tasks**
  - Kick-off meeting: Accent strongly recommends holding a kickoff meeting to ensure expectations, goals and requirements of the City are met. In this meeting, we will establish the glossaries, style guides, guidelines for interpreters, security concerns, invoicing, etc. that will be used for the duration of the contract.
- **Milestones**
  - After 6 months, Accent recommends holding a mid-term meeting with the City to discuss progress, achievements, goals, and any other concern of the City. We also recommend holding a contract closure meeting to evaluate the contract and provide improvement actions to the City for future use at its discretion.
- **Deliverables**
  - Accent will prepare a Quality Control Plan to serve as framework for the entire contract. This QCP will be reviewed monthly and updated accordingly as new work is produced and delivered.
  - Accent can provide any other reports upon request (monthly billing, over the phone usage reporting, etc.)

Technical Approach: Translation services

At Accent on Languages, translation is a progression of steps culminating in a product that is complete, technically accurate, free of grammatical errors, and reflective of standard, idiomatic usage of the target language, while preserving the intent and emphasis of the original text. Accuracy, completeness, and cultural appropriateness are critical in all published work. Documents shall be translated in a culturally sensitive manner and at the same reading level as the source material. Unless requested, all documents must be translated into standard language and not in a specific regional or class dialect.

## STANDARD TRANSLATION PROJECT WORKFLOW



The translator's primary responsibility is to translate a text from one language to another. They need to have excellent language skills in both the source and target languages, a deep understanding of the subject matter, and cultural sensitivity to convey the intended meaning of the original text in the target language. They must ensure that the translation is accurate, clear, and culturally appropriate. Translators are responsible for translating the text accurately and appropriately, editors review and improve the translation, and proofreaders ensure that the final version is error-free. All three roles are crucial in the translation process and require different skills and expertise to ensure the best possible outcome. An editor's responsibility is to review and improve the translation before it is finalized. Editors check for grammatical errors, clarity, consistency, and flow. They may also ensure that the translation adheres to the client's style guide, maintain consistency with previous translations, and verify the accuracy of any technical or specialized terms used in the text. A proofreader's responsibility is to review the translation once it has been edited to ensure that it is free of errors. They check for spelling mistakes, typos, punctuation errors, and formatting issues. Proofreaders do not make any significant changes to the text but may make suggestions to improve clarity and consistency.

The human translators, editors and proofreaders are helped by computer-assisted tools (not machine translation) to ensure consistency and continuity in terminology.

#### *Formatting/Desktop Publishing/Section 508 (If Applicable)*

Accent on Languages possesses the software and the expertise to create, edit and convert PDF files (either low resolution for email and electronic view, or high resolution PDFs ready for printing at industrial scale). Accent offers Desktop Publishing services in over 120 foreign languages. Accent on Languages will ensure that electronic PDFs and printed materials fonts match, and will provide ADA remediation services for those documents that require it. The City will provide Accent on Languages with export settings to ensure that final PDF files have proper headings and tabs, proper margins and bleeding settings, color settings etc. For Microsoft Office and PDF documents, WCAG 2.0 Level AA or WCAG 2.1 Conformance test results shall be based on the Harmonized Testing Guidance from the AED ACOP. In the case of website documents containing code (such as HTML, XML, Java, etc.) Accent will provide target translations in the same file format without altering the original code, ready to be implemented by the web administrators of the City. For web and software, WCAG 2.0 Level AA or WCAG 2.1 Conformance Test Results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance.

#### *Glossary Management*

The efforts of managing and updating the glossary are always aimed at maintaining consistency throughout all documents and all languages. The management of the glossary is an extremely important step that all linguists involved in the QA process will focus on for the whole duration of the contract. After a translation is successfully translated and approved/accepted by the City (and/or posted on the website), the PM compiles the “approved-and-verified” translation, updates the data dictionary with any new terminology, or changes to the existing terms, as applicable. The glossary will be a property of the City, and can be consulted, modified and accessed by the City at will; the glossary will be available in electronic format, and hard-copies can also be provided upon advance notice request. Examples of items that may be included in the glossary are: Professional titles; Organization/Entity/Agency names; Laws and legal terms; References; Products/services.

#### *Technical Approach: Interpretation services*

The following is a quick summary of the interpretation skills and role of the interpreter:

- Must be native in the target language.
- Linguists minimum requirements, favorable ILR-scale results (3+ or higher), in addition to 3+ years of experience.
- Must be bi-cultural in addition to being bilingual.
- Must be a cultural liaison between the client and the LEP.
- Must have a good command of both languages.



- Offer accurate and complete rendition.
- Avoid interaction with the client without the social worker's permission.
- Remain impartial and unbiased: The interpreter must not provide personal opinions at any time.
- Use of the proper protocol: The interpreter must use the first person when interpreting and the third when asking for clarification or repetition.
- Notify of any possible conflict of interest.

All interpreters receive a copy of the Code of Ethics that they must adhere to. All of these plans and recommendations are applicable to all types of interpreters (face to face, telephonic and video remote). For video remote interpreting, the following interpretation skills and role of the interpreter are applicable:

- Offer accurate and complete rendition: The interpreter remains faithful to the source language and clarifies situations, when needed. He or she ensures the speakers converse in “workable segments” while interpreting to ensure accuracy and completeness.
- Demonstrate command of both languages: The interpreter demonstrates linguistic ability in the language pair that she or he is qualified to interpret and adheres to syntax and grammar rules.
- Manage the flow of the call: The interpreter maintains the pace of the call and provides a timely rendition, avoiding unnecessary pauses.
- Avoid taking over the call: The interpreter does not initiate questions, other than for clarification purposes.
- Avoid interaction with LEP speakers without client's permission: The interpreter keeps the client informed of any exchanges had with the LEP customer for clarification purposes.
- Remain impartial and unbiased: The interpreter does not provide his or her personal opinion at any time.
- Use correct protocol for the industry: The interpreter understands the correct protocol for each industry, such as the use of first-person interpreting, or cultural brokering in the healthcare industry. Protocol varies by scenario, and the interpreter is always aware of and adheres to our internal and national standards.

### 24/7 Over-the-Phone Interpretation

Accent on Languages offers a robust 24/7 telephonic on-demand platform with a large network of vetted interpreters in over 240 languages. Telephonic interpretation on-demand is available via a 1-800 number, at-the-ready Monday through Friday from 7:30 AM to 6:00 PM PST, and also available on weekends, holidays, etc. (365/24/27). The platform provides on-demand interpretation services with a state-of-the-art cloud infrastructure connecting multiple call centers and remote interpreters. This Cloud-based solution enables routing to the appropriately-qualified interpreter at the fastest connect time possible for all calls. This technology platform is “always on” carrier grade, which allows us to scale while providing unparalleled availability, privacy, and security.

- An average interpreter connection time of less than 30 seconds.
- A fully redundant infrastructure to ensure 24/7/365 access to interpreters.

- A geographically dispersed workforce.
- Implementation services to share best-access procedures and technologies.
- More than 20,000 tested, trained and screened interpreters who speak more than 240 languages.
- More than 200 interpreters with public trust security clearance.
- Full time, professional translators who have been rigorously screened and tested.
- Adoption and adherence to industry standards for interpreting and translating.
- Assurance of privacy.
- Verification of interpreter qualifications.

### Quality Control Plan

Accent adheres to all industry standards of all major industry organizations, including:

- American Translators Association (ATA)
- American Society for Training and Development (ASTD)
- Association of Language Companies (ALC)
- Association of Translation Companies (ATC)
- Globalization and Localization Association (GALA)
- International Association of Business Communicators (IABC)
- Language Industry Association (AILIA)
- Localization International Standards Association (LISA)
- Regulatory Affairs Professionals Society (RAPS)
- Society for Technical Communication (STC)
- The Organization for Professionals in Regulatory Affairs (TOPRA)

Accent on Languages follows the same standard quality assurance (QA) procedures regardless of the type of linguistic project we approach. The Project Manager for Translation Services coordinates the overall translation process and ensures that the quality control process is maintained at every step, with the help of the Accent on Languages CEO, Ms. Caroline Lee, who is in charge of overseeing and supervising the application of our Code of Ethics. Editors and proofreaders in charge of reviewing the translations for accuracy are also professional translators who have an eye for detail and verify each translation against the source document.

### Invoicing requirements

Accent will generate invoices in PDF format using our accounting software and will be submitted directly via email or other designated method preferred by the liaison to the City Department liaison initiating the request for service, designating the City file number or specifying the service, as applicable. A sample invoice is included in the next page for your reference.

**Accent on Languages, Inc.**

2718 Telegraph Avenue Suite 104  
Berkeley, CA 94705  
+1 5106449470  
info@accentonlanguages.com  
www.accentonlanguages.com



**INVOICE**

BILL TO  
Smith Co.  
123 Main Street  
City, CA 12345

INVOICE 12345  
DATE 01/12/2016  
TERMS Net 30  
DUE DATE 02/12/2016

INTERPRETER  
Custom-1

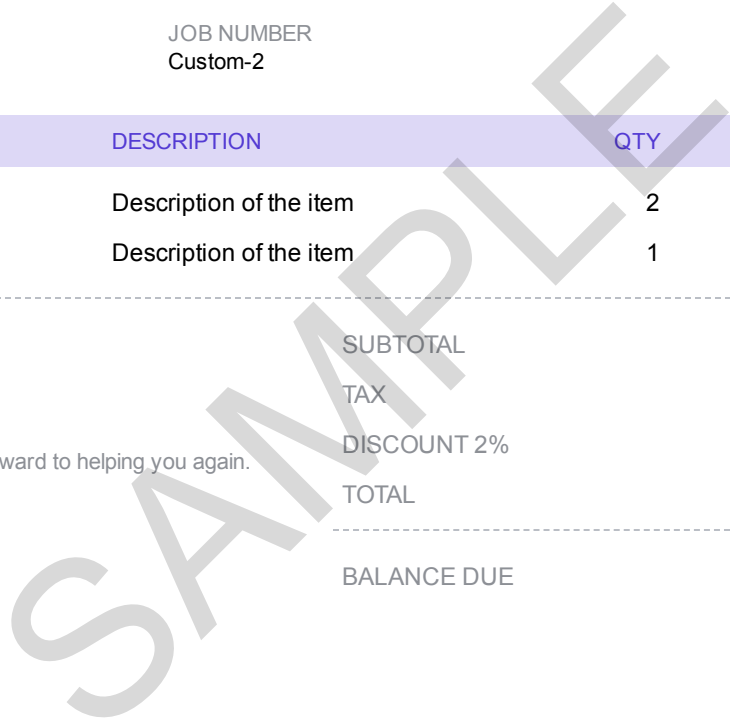
JOB NUMBER  
Custom-2

REQUESTED BY  
Custom-3

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/01/2016	Item name	Description of the item	2	\$225.00	\$450.00
01/12/2016	Item name	Description of the item	1	\$225.00	\$225.00

Event:	SUBTOTAL	\$675.00
Requester:	TAX	\$101.25
Interpreter:	DISCOUNT 2%	-\$13.50
TOTAL		\$762.75
BALANCE DUE		<b>\$776.25</b>

We appreciate your business and look forward to helping you again.



## **7. Insurance Requirements**

Accent on Languages is able to meet the insurance requirements specified in Attachment “A,” (Attachment One). Accent will provide the necessary certificates of insurance (COIs) and/or endorsements as requested by the City upon award.

## **8. Litigation**

Accent on Languages does not have any litigation history to report for any claims filed by our firm or against our firm related to the provision of services in the last five (5) years.

## **9. Other Information**

### *a. Demonstration of record of staffing tasks*

Accent on Languages is a long-standing language service provider and small business serving the Bay Area since 1995. Accent will be glad to provide the City with any additional information as required.

### *b. Description of community involvement*

Accent on Languages is a certified Green Business by the East Bay Municipal Utility District and contributes to saving water and energy consumption at the headquarters office of Accent in Berkeley, California, therefore providing a positive impact to the local community and living environment. We are subscribed to the Spare the Air program and we inform employees of alternative means of transportation to save car trips, decrease the carbon footprint of commutes, and increase the air quality for the local community.

Accent on Languages also provides local interpreters with ongoing job education and assistance through the following media:

- Accent on Languages’ blog site: The blog hosts articles and news, which members of the community can comment on, sharing experiences and insights.
- Accent on Languages’ newsletters: A monthly newsletter is distributed to interpreters reporting information such as new interpreting certification programs and procedures, new customer information, industry-specific terminology, and quality assurance issues. The newsletter also includes features on the various aspects of interpretation, linguistics, cultural diversity, and customer service.
- Accent on Languages collaborations with NCTA: Accent on Languages often collaborates with the Northern California Translators Association (NCTA) organizing workshops for translators and interpreters.

c. Description of any previous involvement with the City

None.

d. Statement about conflicts of interest in connection with providing the services

To the best of our knowledge, Accent on Languages is not aware of any conflicts of interest in connection with providing the services outlined in the scope of work of this proposal.



Response to  
**REQUEST FOR PROPOSALS (RFP) 23-58**  
**Translation and Interpretation Services**  
**City of Santa Rosa**

**Volume II: Compensation Schedule**  
Best and Final Offer (BAFO)

**Submitted by:**

Accent on Languages, Inc.

Questions?

[info@accentonlanguages.com](mailto:info@accentonlanguages.com)

510-644-9470

**04/26/2024**

**TABLE OF CONTENTS**

10. Compensation Schedule

Page 03

*Volume I Technical included in a separate file.*

## **10. Compensation Schedule**

### Written Text Translation Services

<b>Language</b>	<b>Quote Bid Rate</b>
Spanish	\$0.13 per word
Chinese (Simplified or Traditional)	\$0.15 per word
Portuguese (Brazilian or Continental)	\$0.16 per word
Tier I	\$0.20 per word
Tier II	\$0.23 per word
Tier III	\$0.25 per word
Tier IV	\$0.50 per word

#### *Language Tiers:*

- *Tier I: Catalan, Croatian, Czech, Danish, Dutch, Estonian, Finnish, German, Greek, Hungarian, Italian, Norwegian, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovenian, Swedish, Ukrainian.*
- *Tier II: Afrikaans, Amharic, Arabic, Armenian, Berber, Burmese, Cambodian, Chinese, Dari, Farsi, French, Hebrew, Hindi, Hmong, Igbo, Indonesian, Japanese, Korean, Lao, Pashto, Punjabi, Somali, Tagalog, Thai, Tigrinya, Turkish, Urdu, Vietnamese, Yoruba.*
- *Tier III: Albanian, Bengali, Berber, Bosnian, Chamorro, Gujarati, Haitian Creole, Ilocano, Jamaican Patois, Latvian, Lithuanian, Malay, Marathi, Mixteco Bajo, Telugu, Tongan, Yiddish.*
- *Tier IV: All other languages not listed above.*

<b>Support Services</b>	<b>Quote Bid Rate</b>
Desktop publishing and formatting	\$50 per hour
Editing/Proofreading	\$50 per hour
Glossary creation & mgmt.	\$45 per hour
Minimum charge	\$100 per order
Notarization	\$15 per signature
Project management	\$80 per hour
Transcription of Audio into Text (English)	\$20 per hour
Transcription of Audio into Text (Spanish)	\$30 per hour
Transcription of Audio into Text (Other lang.)	\$60 per hour
Section 508 Remediation Services	\$23 per hour



Interpretation Language Services (on-demand 24/7 telephonic)

<b>Language (OPI 24/7)</b>	<b>Quote Bid Rate</b>
All languages	\$1.35 per minute
Minimum charge	N/A

Interpretation Language Services (remote video pre-scheduled) (consecutive and simultaneous)

<b>Language (VRI scheduled)</b>	<b>Quote Bid Rate</b>
All languages including ASL	\$160 per hour
Minimum charge	1 hour

Interpretation Language Services (face to face on-site)

<b>Language /Consecutive</b>	<b>Quote Bid Rate</b>
Spanish	\$100 per hour
Tier I	\$110 per hour
Tier II	\$120 per hour
Tier III	\$140 per hour
Tier IV & ASL	\$160 per hour
Minimum Charge	2 hours

<b>Language/Simultaneous</b>	<b>Quote Bid Rate</b>
Spanish	\$125 per hour
Tier I	\$135 per hour
Tier II	\$160 per hour
Tier III	\$180 per hour
Tier IV & ASL	\$200 per hour
Minimum Charge	4 hours

Language Tiers for interpretation:

- Tier I: Catalan, Croatian, Czech, Danish, Dutch, Estonian, Finnish, German, Greek, Hungarian, Italian, Norwegian, Polish, Romanian, Russian, Serbian, Slovak, Slovenian, Swedish, Ukrainian.
- Tier II: Afrikaans, Amharic, Arabic, Armenian, Berber, Burmese, Cambodian, Chinese, Dari, Farsi, French, Hebrew, Hindi, Hmong, Igbo, Indonesian, Japanese, Korean, Lao, Pashto, Punjabi, Somali, Tagalog, Thai, Tigrinya, Turkish, Urdu, Vietnamese, Yoruba.
- Tier III: Albanian, Bengali, Berber, Bosnian, Gujarati, Haitian Creole, Jamaican Patois, Latvian, Lithuanian, Malay, Marathi, Mixteco Bajo, Telugu.
- Tier IV: All other languages including American Sign Language.
- Court certification fee: 25%
- Quotes are valid for 30 days from the date of issuance. Services will not be provided until authorization has been completed, signed and returned to Accent on Languages. If the specifications authorized by the client change after the project starts, the final invoice will reflect these changes accordingly.
- Interpreting and ASL services: At least (2) interpreters need to be scheduled for simultaneous interpreting assignments equal to or over (1) hour.
- Travel time is applicable only if it takes more than 30 minutes for the arrival leg, or more than 30 minutes for the return leg. For those instances where travel time is over 30 minutes (arrival or return), the total travel time will be billed at ½ the base rate.
- Mileage and parking: Fees may apply at the official per diem and mileage rate published by the State of California for the applicable year. In addition, parking fees may also apply (receipts of parking can be provided upon request).
- Cancellation or No-Show policy: Without proper notice (two (2) business days before the date of service or seven (7) business days for simultaneous interpreting assignments), the customer will be responsible for payment in full. Cancellations made after 5PM PT on business days, or made on weekends/holidays, will be considered canceled on 8AM PT of the following business day.
- Normal hours of operation are from 8AM to 5PM PT, Monday to Friday.
- Services provided outside normal office hours of operation (including weekends, holidays, and emergency assignments) will be charged at 1.5 times the base rate. Rush fees may or may not apply (20%-50% increase to the base rates) when services are requested with less than (2) business days, depending on requirements, or less than (7) business days in the case of simultaneous interpretation services.
- Audio equipment to support interpretation services:

<b>Item</b>	<b>Rate per item and per day</b>
Amplifiers, volume control units	\$125
PA system with portable speakers	\$400
Receivers (include earphones)	\$10
Transmitters (include headset with microphone)	\$150
Tabletop booth	\$250
Microphones (hand-held or lavalier)	\$150
Shipping and handling	As applicable

## Exhibit C

### FEDERAL PROVISIONS

#### A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

#### B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**D. Clean Air Act and Federal Water Pollution Control Act**

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**F. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - (b) Meeting Agreement performance requirements; or
  - (c) At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**H. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

**I. MISCELLANEOUS PROVISIONS**

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**J. Equal Employment Opportunity**

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**K. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential



component of any system, or as critical technology as part of any system;  
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - (I) Are not used as a substantial or essential component of any system;  
and
    - (II) Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

**L. Domestic Preference for Procurements**

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
  - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.