

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089868-22-V,
Citywide Translation and Interpretation Services Rebid**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089868-22-V, Citywide Translation and Interpretation Services Rebid (Contractor).

RECITALS

On or about 2/22/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Citywide translation and interpretation services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Communications Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Maureen Jugar, Deputy Director
202 C St. MS 4A
San Diego, CA 92101
619-533-4555
mjugar@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$250,000.00.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Avantpage, Inc.

Proposer

BY: 

523 G Street

Street Address

Print Name:

Davis, CA

City

Claudia C. Abarca
Director, Purchasing & Contracting Department


530-750-2040

Telephone No.

September 26, 2022
Date Signed

joanna@avantpage.com

E-Mail

BY: 

Signature of
Proposer's Authorized
Representative


Approved as to form this 3rd day of
October, 20 22.
MARA W. ELLIOTT, City Attorney

Joanna Oseman

Print Name

Director of Business Development

Title

BY: 

Deputy City Attorney
Markecia Simmons

April 8, 2022

Date

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Confidentiality. In order to avoid any appearance of or actual conflict of interest, the City may require execution of a Non-Disclosure Agreement in the form of that included here as Exhibit D.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top five (five) proposers, scoring within seven (7) points or less of the proposal with the highest score, to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response. 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 	
B. Staffing Plan.	25
<ul style="list-style-type: none"> 1. Qualifications of personnel adequate for requirement. 2. Availability/Geographical location of personnel for required tasks. 3. Clearly defined Roles/Responsibilities of personnel. 	
C. Proposer's Capability to provide the services and expertise and Past Performance.	40
<ul style="list-style-type: none"> 1. Proven record of translating official government or industry documents, reports, applications, agendas, flyers and advertisements, websites, social media posts, and other materials into multiple languages. 2. Ability to demonstrate a thorough understanding of cultural sensitivities and the need to build trust with non-English speaking communities; importance of providing accurate and timely materials. 3. Other pertinent experience. 4. Past/Prior Performance. 5. Capacity/Capability to meet The City of San Diego’s needs in a timely manner 6. Reference checks. 	
D. Cost.	5
E. Mandatory Interview/Oral Presentation.	10
<ul style="list-style-type: none"> 1. Proposer’s presentation and materials are relevant, concise, detailed and organized to represent the proposer’s ability to successfully complete the Scope of Work pursuant to information provided in the RFP and the proposer’s response 2. Proposer’s team members answer the Evaluation Committee’s questions in a relevant, concise, detailed, and organized manner to represent the proposer’s ability to successfully complete the Scope of Work 	

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City’s best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City’s requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City’s determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of Exhibit C, the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number

(TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City's Communications Department (Department) provides information to educate and engage the public and City employees. Transparency and accessibility are key to the Department's mission and vision of communicating with the public. The Department includes a team of public information officers who are assigned to City departments in order to help department staff develop printed and digital materials to better communicate their information about City programs and services. It is crucial that this information is provided in multiple languages in order to reach all people in our diverse communities. In the City of San Diego (City), more than 40% of people speak a language other than English at home and more than 25% of people are considered foreign-born.

B. OBJECTIVE

The objective of this RFP is for the City to make multiple awards, by tasks as specified in Section C. Specifications, to Contractor(s) who meet the requirements to provide accurate and timely as-needed translation and interpretation services to City departments and programs for City documents, materials, applications, and live interpretations during community meetings and in-person interactions with members of the public. Contractors are not required to submit proposals for each task as described Section C. Specifications. The Communications Department will oversee the contract implementation and usage of services.

C. SPECIFICATIONS

Contractor(s) shall provide the following as-needed translation and interpretation services as requested by the City, within the agreed timeframe specified by the City:

Task 1 – Translation of written documents and materials

This task involves translating City documents, reports, applications, agendas, flyers and advertisements, websites, social media posts, and other materials into multiple languages within a reasonable timeframe as requested and agreed upon by the City and the Contractor.

- Translation must be offered by the Contractor(s) into at least the top 20 languages for San Diego County as listed in the most recent version of the U.S. Census. The City will determine which languages are required for each piece of material, within the scope of the contract pricing and in agreement with the Contractor(s).
- Contractor must have linguistic skills and the ability to write well in the target language.
- At least 500 materials per year to be translated; minimum of 5,000 pages of documents and materials per year.
- Translation of technical materials or documents containing specific industry terms must be reviewed for accuracy by Contractor before being published in final form.
- All translated City documents and materials will be provided to the City in a format which is suitable for reproduction and publication in final form as directed by the City at the City's sole discretion.

Task 2 – Live interpretation during planned events

This task involves having interpreters available (by phone, by virtual meeting format or video conferencing, and in person) during prescheduled public meetings and community events. In-person events would require the Contractor to provide staff on-site at a predetermined location within San Diego County.

- Provide interpretation into at least the top 10 languages for San Diego County as listed in the most recent version of the U.S. Census, including American Sign Language.
- Specific languages could be requested by City staff ahead of time and scripted materials provided in advance in the City's preferred format (whether by phone, virtual meeting, video conferencing, or in person), and potentially for multiple events on any given day.
- Ability to interpret unscripted question and answer sessions during meetings and events. Must be fluent in both the original and target language to translate in both directions, on the spot. If reference materials are needed, Contractor would provide notification in advance of live event.
- Required working knowledge of commonly used virtual meeting platforms, including but not limited to Zoom, Microsoft Teams, Google Meet, Skype, GoToMeeting, and Webex by Cisco.
- Equipment (including headphones and speakers) to be provided by the Contractor at no additional costs to City for in-person meetings and events. The City will work with the Contractor in advance to determine the equipment needs for each meeting and event.

Task 3 – Call-in language support for City staff

This task involves sporadic and unplanned interactions between City staff and members of the public who are not able to communicate or share information due to a language barrier.

- Translation and interpretation service provided on an as-needed basis and available 24 hours per day, seven days per week, excluding City holidays.
- Written translation and spoken interpretation available for at least the top 20 languages in San Diego County as listed in the most recent version of the U.S. Census.
- Provide at least 1,500 minutes per year.
- Service will be easily accessible either by computer, tablet, smart phone, or through a different tool, medium, or format that will be agreed upon by the City and the Contractor(s).

D. MINIMUM REQUIREMENTS

Contractor must have, at a minimum, the following qualifications and experience:

1. Technical expertise in translating and interpreting a broad range of documents, materials, and events into multiple languages. Applicants must demonstrate qualifications, including training, professional or state certifications, or academic degree **as required per industry standards for each task defined in Section C. Specifications.**
2. Accessible seven days per week to answer technical questions from system users and to respond to service requests. Technical expertise in using virtual meeting platforms and equipment used for live interpretation.

3. Knowledge of industry best practices and federal, state, and local laws related to language access policies.
4. Demonstrate ability to communicate clearly and accurately orally and in writing with technical, engineering, and financial staff, as well as with elected representatives of the City and stakeholder groups involved in the creation and development of City documents and outreach materials.
5. Possess experience working with members of the public and a demonstrated ability to provide compassion and patience in conveying their concerns.

E. REQUIRED TECHNOLOGY

The City is willing to consider accessing the written documents and materials through a vendor-provided portal provided the portal complies with the City's Information Technology standards and requirements and the City's record retention requirements. If this type of solution is proposed, all costs associated with this solution shall be included in the proposed pricing. The costs associated with this type of solution should not be an add on to proposer's proposed pricing. Proposer's proposed pricing should be inclusive of all costs associated with the requirements of this RFP.

F. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past seven (7) years. References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference. The City reserves the right to contact references not provided by the Proposer.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

G. PROJECT TEAM

Contractor shall propose a team to perform the services pursuant to this Contract as part of their proposal. Contractor shall submit a resume for each proposed team member and identify the position and level of involvement for each member with regards to the provision of services. In the event the City has multiple requests for services, Project Team must propose a team that includes a sufficient amount of staff and resources to support

community events where multiple languages may be required for translation and interpretation, as agreed upon in advance by the City and the Contractor(s).

Any changes to the original proposed Project Team require written approval from the Contractor Administrator identified in the RFP, Section 1.3 Contractor Administer. Contractor must provide a brief explanation for the change and resume(s) at the time of the request.

H. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice of Award and is responsible for overseeing and monitoring this Contract.

I. PRICING SCHEDULE

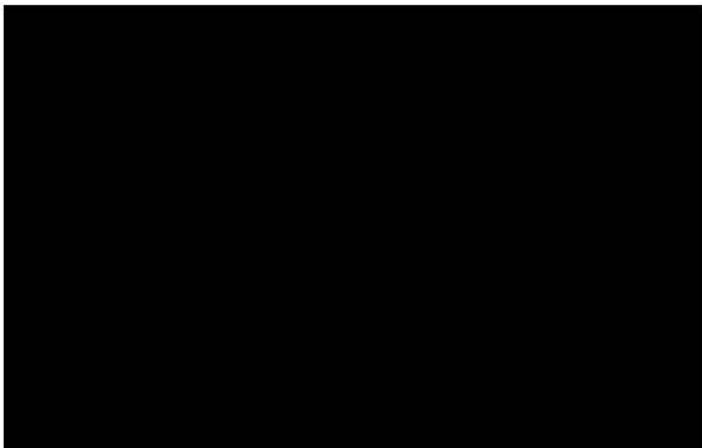
The City will evaluate Section 1: Pricing Per Task to assess points for Cost in accordance with the Exhibit A, 3.6 Evaluation Criteria, D. Cost. Therefore, Contractor shall provide pricing for Section 1: Pricing Per Task in the form and format identified herein. Pricing not submitted in the form or format may deem Proposer as non-responsive.

Section 2: Pricing Per Additional Proposed Language below will not be considered as part of the evaluation for cost.

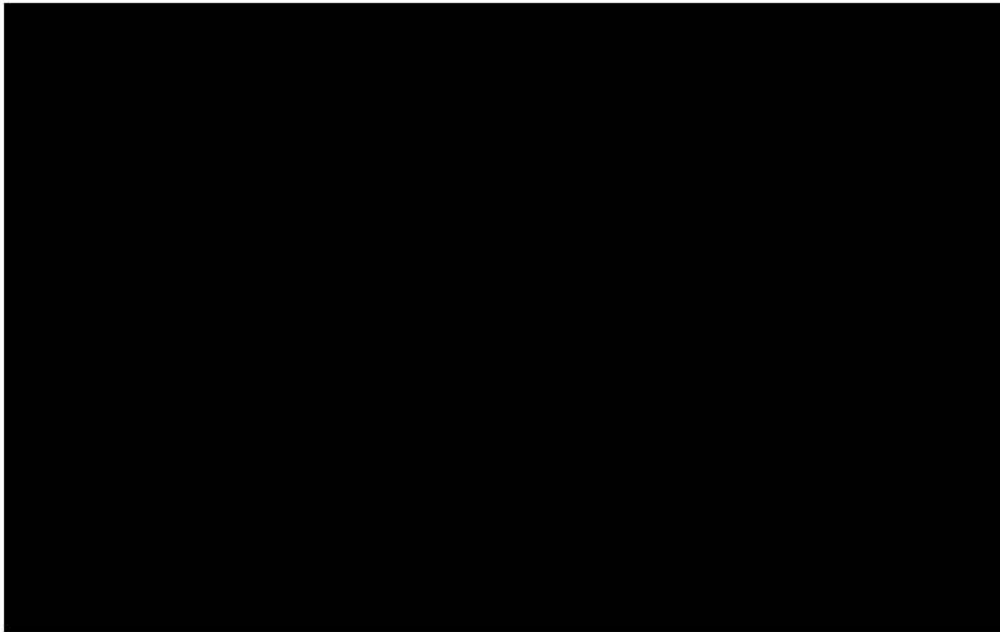
As to any applicable mileage, City will pay mileage at the City's most current mileage rate at the time services are rendered by Contractor. Contractor must provide mileage on the mileage log attached herein as Attachment 1 – Mileage Log. Any alternate form of mileage log requires written approval from the Contractor Administrator identified in the RFP, Section 1.3 Contractor Administer. Invoicing shall be submitted to the City in accordance with the City's General Contract Terms and Provisions, Article 3.2.2, Service Contracts.

SECTION 1: PRICING PER TASK

Task 1 – Translation of written documents and materials



Task 2 – Live interpretation during planned events (in-person)



Task 3 – Call-in language support for City staff

Languages	Rate Per Minute
Spanish	\$ 0.65
All Other Languages	\$ 0.90

SECTION 2: PRICING PER ADDITIONAL PROPOSED LANGUAGE

Contractor may provide pricing for additional proposed languages not specifically defined in Section 1: Pricing Per Task. Proposed rates must be per word, per hour, or per minute based on the task(s) for which the Contractor is submitting the additional proposed pricing per language.

Pricing may not include minimum fees and must be inclusive of all fees and additional costs associated with the services as defined in the RFP.

Contractor’s pricing per additional proposed language will not be evaluated as part of the assessment of points for cost pursuant to Exhibit A, 3.6 Evaluation Criteria, D. Cost.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Citywide Translation and Interpretation Services Rebid

Solicitation Number: 10089868-22-V

B. BIDDER/PROPOSER INFORMATION:

Avantpage, Inc

Legal Name		DBA	
523 G Street	Davis	CA	95616
Street Address	City	State	Zip
Joanna Oseman	(530) 750-2040	(530) 750-2024	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Rochelle Carlin	Proposal Manager
Name	Title/Position
Austin, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparation and submission of bid proposal	
Interest in the transaction	

Joanna Oseman	Director of Business Development
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Company officer and supervisor of Proposal Manager. Directly involved in communication and negotiation after bid award.	
Interest in the transaction	

Luis Miguel	CEO
Name	Title/Position
Davis, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Indirectly involved as CEO - 100% ownership of Avantpage, Inc.	
Interest in the transaction	

Nicole Spyt-James	Head of People Operations
Name	Title/Position
Davis, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Equal Employment Opportunity Officer	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 10/27/2010 State of incorporation: California

List corporation's current officers: President: Luis Miguel
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 10/28/1996

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

- Yes No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

- Yes No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

- Yes No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

- Yes No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

- Yes No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

- Yes No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank

Point of Contact: Justine Marie Sevilleja

Address: 304 F St, Davis, CA 95616

Phone Number: (530) 757-4978

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: will obtain upon award Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: CA Department of General Services, Office of State Publishing

Contact Name and Phone Number: Molly Crawford - (916) 445-2098

Contact Email: molly.crawford@dgs.ca.gov

Address: 344 N 7th Street, Sacramento, CA 95811

Contract Date: June 1, 2010

Contract Amount: \$ 100,000.00

Requirements of Contract: Written translation services including translation, formatting, editing proofreading, ADA compliant file remediation, style guide and glossary preparation, and other services.

Company Name: CA Department of Managed Healthcare

Contact Name and Phone Number: Patty Fado - 916-255-6098

Contact Email: patty.fado@dmhc.ca.gov

Address: 980 9th Street, Suite 500, Sacramento, CA 95814

Contract Date: September 1, 2016

Contract Amount: \$ 20,000.00

Requirements of Contract: Provide multiple daily translations of member correspondence. Created templates to reduce turnaround.

Company Name: CA Office of the Patient Advocate

Contact Name and Phone Number: Ruben Mejia - 916-309-2743

Contact Email: ruben.mejia@opa.ca.gov

Address: 980 9th Street, Sacramento, CA 95814

Contract Date: January 1, 2016

Contract Amount: \$ 20,000.00

Requirements of Contract: Written translation of annual report card and health plan ratings.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # WR01369
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: None

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. **TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

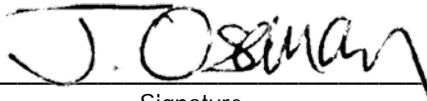
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joanna Oseman

Name and Title



Signature

April 6, 2022

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

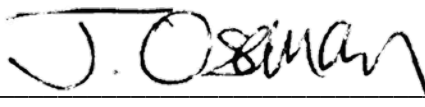
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

n/a

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joanna Oseman

Print Name, Title



Signature

4/6/2022

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Avantpage, Inc.

Certified By Joanna Oseman

Title Director of Business Development


 Name

 Signature

Date April 6, 2022

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Avantpage, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 523 G Street

City: Davis County: Yolo State: California Zip: 95616

Telephone Number: 530-750-2040 Fax Number: 530-750-2024

Name of Company CEO: Luis Miguel

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: accounting@avantpage.com

Type of Business: S-Corporation Type of License: Registered with CA SOS and City of Davis

The Company has appointed: Nicole Spyt-James

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 523 G Street, Davis CA 95616

Telephone Number: 530-750-2040 Fax Number: 530-750-2024 Email: nicole@avantpage.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Avantpage, Inc.
(Firm Name)

Yolo, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 7 day of April, 20. 22


(Authorized Signature)

Nicole Spyt-James
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Avantpage, Inc.

DATE: 04/07/2022

OFFICE(S) or BRANCH(ES): Corporate Office

COUNTY: Yolo

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	0	1	0	0	0	0	4	0	0
Professional	0	1	0	1	0	0	0	0	0	0	0	8	0	3
A&E, Science, Computer	0	0	2	0	0	0	0	0	0	0	1	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	1	3	1	0	1	1	0	0	0	1	12	0	3
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	---	---

Grand Total All Employees 23

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY N/A	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

April 8, 2022

Avantpage

Response Package for



City of San Diego

Citywide Translation and Interpretation Services Rebid

Response Due By:

April 8, 2022
2:00 PM PDT

Table of Contents

Executive Summary	3
Staffing Plan-	4
Qualifications of personnel adequate for requirement.....	4
Availability/Geographical location of personnel for required tasks.....	6
Clearly defined Roles/Responsibilities of personnel.....	7
Capability to Provide the Services and Expertise of Past Performance	8
Proven record of translating official government or industry documents, reports, applications, agendas, flyers and advertisements, websites, social media posts, and other materials into multiple languages.	8
Ability to demonstrate a thorough understanding of cultural sensitivities and the need to build trust with non-English speaking communities; importance of providing accurate and timely materials.....	8
Other Pertinent Experience.....	9
Past/Prior Performance.....	9
Capacity/Capability to meet The City of San Diego's needs in a timely manner.....	10
Appendix - Resumes	11

Executive Summary

Avantpage, Inc., a minority-owned small business, provides written translation in 150+ languages. We know translation and interpreting in the State of California and are highly specialized in its threshold. We work with nearly 50 cities, over 20 counties and hold statewide contracts in California. With 25 years of experience providing language services, we take pride in our ability to combine human expertise with state-of-the-art technology.

At Avantpage, we believe in Empathy Beyond Words. Our goal is simple - to help city, county and state governments and agencies empower their immigrant and limited-English-speaking communities through language access and nuanced cultural understanding. To do this, we start with developing close relationships with our clients. We view these relationships not as transactions but as true partnerships. This is why our holistic approach starts with implementation and customer service. We have a deep understanding of the public sector language industry and use this to anticipate and exceed our partner's most crucial needs. We are bidding on Task 1 (Translation of written documents and materials) and Task 3 (Call-in language support for City staff).

Task 1 - (Translation of written documents and materials)

Our deliverables are backed by our ISO 9001 and ISO 17100 certified quality processes. Each project undergoes a proven process that ensures a high-quality deliverable. The first step is to receive language documents by email or via our portal, AvantFlow. Our team works with you to explain costs, timelines, and to confirm invoicing and administrative details. We prepare the files upon your approval of the quote. Your Avantpage Project Manager will assign the project to the appropriate workflow, writing clear instructions to all teams involved. Linguists carry out the translation in AvantFlow, where they use our translation memory technology and integrated client glossaries to leverage previously translated text and ensure consistency and adherence to approved termbases. After translation, the file goes through review and QA process, whereby it is edited and proofread by additional linguists. If formatting is required, it is at this point that our design team steps in. A proofer then verifies the non-linguistic aspects of the file to ensure that the layout mirrors the original, consulting any style guides or preferences shared by your team. Upon delivery of the file, we offer an optional client review step in accordance with your preferences. We review any questions or requested edits and then move to final delivery. Following this delivery, we invoice in line with your specifications.

Task 3 - Call-in language support for City staff

Avantpage offers round-the-clock over-the-phone interpreting (OPI) and video remote interpreting (VRI) to organizations of all sizes in over 250 languages. With fast connection times, expert linguists, and regulatory compliance, our solution meets your every need.

- Our interpreters are carefully chosen based on specialization, business backgrounds, and certifications. Available 24/7, our average connection time is under 30 seconds in most languages.
- Our on-demand services are available through a landline or via our user-friendly web application, where customized reporting and a call rating system ensure your business needs are met at every turn.
- We understand and anticipate your organization's pain points and regulatory requirements. We offer a system that is HIPAA compliant and protects your data at all times.

Summary

Our deep state and local government resources and experience give us the reach to satisfy high translation volumes with quality, efficiency, and competitive pricing. Utilizing the latest in translation management and translation memory technology, our process is streamlined and efficient while ensuring terminology consistency across large volumes of content.

We believe our proposal meets and goes beyond your requirements. The City of San Diego can count on us to have an assured supply, both in volume and turnarounds, of high-quality translations with world class online and personal service at very competitive costs, from a company that is known for its innovative language solutions and focus on California LEP communities.

Staffing Plan

Qualifications of personnel adequate for requirement

Avantpage is committed to sourcing the best quality employee and linguistic resources through our hiring, training, development, and continuing education processes. We believe this to be the first essential step in quality assurance. Klaudia Wołczańska is our Provider Network Manager, and her job duties include linguist recruitment, screening, qualification, management and training.

Recruitment

New linguistic providers can apply to work for us via the "Careers" page on our website or contact us directly. We also proactively recruit new resources by using professional associations within our industry, social media, and other business networks. Providers must submit their resume and relevant professional certifications and create a profile in our Provider Portal. We then assess their previous experience and areas of expertise to ensure they match our business needs in a given domain. We perform reference checks while we assess the Candidate's company fit to our standards in terms of responsiveness, timeliness, and following instructions.

During the selection, testing, and evaluation process, we verify linguist qualifications and certifications, check references, and confirm that they meet the following criteria:

- Native speaker of the target language
- Linguistic competency in source and target language (tested by Avantpage)
- Technical competency (tested by Avantpage)
- Domain specialization in healthcare, legal or government work
- Strong links to the target markets we cover (U.S. minority communities)
- Bi-cultural – Either U.S. resident or U.S.-centric

Provide

When selecting translators for your projects, we strive to build our team with linguists residing near or among your target population. As professionals, they are members of industry associations such as the ATA (American Translators Association) and stay abreast of cultural and language trends, requirements, and regulations. After linguists join the Avantpage team their evaluation is ongoing, and we provide and encourage continuing education courses throughout their partnership with our team.

Train

At Avantpage we make sure that every translator we work with is well acquainted with our values, processes, tools and specific project requirements. It is through this training that we ensure quality and that our services are delivered in a culturally appropriate manner. During the training and onboarding phase, we start by educating our linguists about their specific roles and responsibilities, as well as their position within our quality assurance chain (translator, editor, proofreader, 3rd party reviewer, DTP specialist, proofer). They become familiar with our key rules regarding project instructions, communication with the Project Management Team, proper file submission, confidentiality rules (including HIPAA & PHI compliance), and our evaluation processes.

Every translator is trained in the usage of AvantFlow (our project management tool), AvantMemory (our translation memory tool), and our quality control processes. Training is a continuous, ongoing process. We make sure that all linguists have access to all training materials, and we communicate any updates through newsletters and emails. Via AvantAcademy (our training portal) we keep track of the trainings and courses for each translator. We provide orientation to our new employees and linguists to make sure they have internalized the Language Interpreter and Translator Code of Professional Conduct (ATA Code of Ethics and Professional Practice). We track and keep a record of the orientation process via AvantAcademy, and we issue Certifications indicating completion of this process according to our requirements and internal standards.

Availability of Qualified Personnel for your Assignment

Our internal network includes project managers, desktop publishers/graphic designers, and proofers. Our external network includes hundreds of dedicated translators and editors. Our Provider Network team works efficiently and effectively to properly staff our external network for appropriate business scaling. We are ready and able to tackle any project, small or large, and our project management staff is skilled and knowledgeable to devise creative solutions to challenging problems such as planning, rolling deliveries, or utilizing multiple translators with a single editor for large volumes. We keep in touch with your team in order to anticipate any changes in volume that may require adjusting our team, but we are also ready to scale at short notice, should an unplanned increase in work occur. Therefore, we would anticipate that 100% of our personnel is qualified for your projects.

See below for a summary of our proposed key internal staff. Resumes also follow.

Day-to-Day Contacts:**Account Manager (Mary Marks):**

A valued member of Avantpage since 2018, Mary Marks has been an Account Manager in the translation industry since 2008. With a strong business background, Mary brings knowledge and experience to each client interaction. Mary employs a consultative approach to bring added value to client relationships. She stays up to date with current industry trends by participating in Globalization and Localization Association (GALA) events and has been a member of Women in Localization since 2014. Her focus has ensured success with diverse projects such as the translation of the California covid19.ca.gov website and Los Angeles Unified School District.

Project Manager (Fernanda Aguilera):

Fernanda Aguilera has been working in the language industry since 2018. Fully fluent in both English and Spanish and proficient in Japanese, Fernanda applies her love of languages to her daily work as Project Manager. She has developed a keen interest in accessibility projects and ensuring that clients' documents are ADA and 508 compliant. Her focus on quality control makes her an excellent Project Manager who will serve the City of San Diego well.

Project Management Team Leader (Fatima Perez):

Fatima Perez, Project Management Team Leader, has been a driving force behind the Avantpage Project Management team since 2015. Her degree in International Relations has provided her with the background to adeptly handle a wide variety of projects. Her fluency in Spanish, English and French enables her to be a strong leader in intercultural communication, customer service, problem-solving and team coordination. Fatima exemplifies Avantpage's core value of *Rigor*. Her focus and attention to detail ensures that our client's projects are delivered on-time, on-scope and within budget all with exceptional customer service. This attention to *rigor* keeps our major west coast health plans and California elections counties coming back to Avantpage year after year.

Administration:**Dominika Villafuerte-Wosczyk - Head of Quality**

Dominika is the driving force behind Avantpage's continuous quality improvement program and implementation of new strategies and tools. At Avantpage since 2014, she has served in many roles as Project Manager, Vendor Manager, Resource Manager and Head of Quality. This diverse background and her knowledge of seven languages makes her an excellent Head of Quality. In 2021, Dominika successfully led Avantpage to become ISO 9001 and 17100 certified.

Joanna Oseman - Director of Business Development

Joanna Oseman has extensive knowledge of the translation industry, with a portfolio of experience that bridges many aspects of the field. After working first as a translator, Joanna moved to project management before bringing her operational insights to the world of account management and business development. At Avantpage, Joanna heads the Client Services department, overseeing a team of Account Managers and Contract Analysts. Joanna is responsible for ensuring that client needs are anticipated, and their expectations exceeded. Working closely with the marketing and operations teams, Joanna ensures that clients are receiving not only a quality end product, but

also the customer experience and sustained partnership that Avantpage values. Joanna speaks English, French and German.

Vera Hooijdonk - Director of Operations

Vera Hooijdonk, Director of Operations, has been a valuable Avantpage team member since 2010. Her translation industry experience dates from 2006 when she worked as a translator. Vera is a student of languages. She speaks five and holds a BA in Spanish Language and Literature, and an MA in Translation Studies from The University of Utrecht in the Netherlands. She is also a Certified Localization Project Manager.

Vera epitomizes our motto *Empathy Beyond Words* by leading and supporting the operations team in all aspects of the translation process. She is an expert in team management, translation technology, optimization, and automation and most importantly, client relations. Vera loves working with Avantpage's clients, understanding their linguistic needs, and learning about new industries and technologies. Her competent understanding of clients and the industry has enabled success with some of our most complex projects including elections translation for the California Secretary of State, and the translation of the California covid19.ca.gov website.

Luis Miguel - CEO

Dr. Luis Miguel, our CEO, founded Avantpage in 1996. Having come to the United States to attend university and ultimately receive a PhD in Computer Science from UC Berkeley, Luis understands, first-hand, the experience of an immigrant. A fluent speaker of both English and Spanish, he is the driving force behind the company's growth, vision, and global presences.

Luis is passionate about enabling immigrants to achieve their American Dream through language access. His commitment has enabled Avantpage to become a leader of translation services in the state of California, and also a main player in the translation of elections ballots and other related material throughout the United States. Luis is an expert in strategic planning and execution, company culture and direction, company operations and capital allocation. Avantpage is proud to have Luis at the helm, driving us to approach each and every communication and task with Rigor, Opportunity, and Empathy.

Availability/Geographical location of personnel for required tasks

There are multiple ways to interact with Avantpage Translations. You can submit files online 24/7 via the AvantFlow portal. Mary Marks will be your dedicated Account Manager. You can reach her via e-mail and phone during regular business hours. During onboarding, after further understanding of your potential needs, we will establish means of communication with you outside of standard office hours.

With the assumption that there will be many requestors from the City of San Diego, we work with you to establish the most simple and efficient process for adding new users into our AvantFlow system. On a high level, the request for a new user is funneled directly to your Account Manager who will gather the required information. They will also work with each school to gather the appropriate accounting information and details. Each new City of San Diego user will receive an individual login; however, a "super user" can be designated who has visibility into all access requests. On the backend, we link each individual login credentials to the appropriate department/office/client by assigning the user to your designated parent account and subaccount.

All orders can be submitted online via the AvantFlow portal which is available 24/7. Within less than a business day, the order is acknowledged, and the quote, based on the established contract pricing, is submitted to the City of San Diego. AvantFlow is a secure, encrypted Cloud environment that fully protects your language assets, projects specs, and other proprietary information. We can, however, deliver the files to you in any desired manner. AvantFlow allows you to check your project's status, download files and invoices, and check business reports.

Likewise, Avantpage is happy to provide the City of San Diego Project Manager quarterly reports that include a summary of the work ordered along with the list of users and total value ordered during a specific time period.

Clearly defined Roles/Responsibilities of personnel

Avantpage has ample staffing and equipment to handle the volumes of work requests and deliver completed projects within the required timeframes outlined in the RFP. We have qualified staff at every position needed to perform successfully and exceed your expectations.

Key Personnel Roles at Avantpage

Account Manager: Responsible for the overall partnership, the Account Manager is dedicated to your account and stays in close contact with your key team members to ensure contract success. Internally, they liaise between all Avantpage teams to guarantee that all of your needs are anticipated and met.

Project Manager: A dedicated role, this person is your primary daily contact for all things project related. This role oversees projects from start to finish, managing complex workflows, timelines, and budgets. They work closely with requesters and will ensure that they fully understand all steps of the Avantpage translation and localization processes. They will seek opportunities to streamline project processing as she gets to know this account and will communicate this with the City of San Diego teams. The Project Manager will participate in client meetings and is always available either by phone or email.

Project Management Team Leader: This team member oversees the work of our Project Managers and is available for advanced operations and planning questions. They may join planning sessions as needed and are available as a point of escalation or in the case your Project Manager is temporarily unavailable.

Accounting and Administration: You will have direct access to these teams, if required, for questions regarding invoice preferences or billing. Our accounting professionals will work with both your Project Manager to ensure that reporting is executed in accordance with your requirements.

The key personnel responsible for successful delivery of services, such as the Account Manager, and Project Managers/Coordinators allocate their time on an as-needed basis to ensure your needs are met.

Company Area	Task and no. of staff	Role	% of FT time
Operations: Project Management	Project Management 2 staff members	Project Manager Team Leader	5%
		Project Manager	25%
Operations: Production	Translation, Edition, Proofreading	Linguists Variable	
Client Services	Meetings, client support, problem resolution 2 staff members	Account Manager	10%
		Head of Client Services	5%
Quality/Resource Management	Quality assurance, recruitment, issue resolution 2 staff members	Head of Quality	10%
		Provider Network Manager	5%
Administration	Invoicing 1 staff member	Bookkeeper	2%

Allocation of Labor

The allocation of variable labor resources, including the Linguistic Team (translators, editors, proofreaders) is directly proportional to the size and complexity of a project. All resources have a clear role in meeting your requirements and expectations under the scope of this contract. Avantpage offers flexible solutions to add

additional support and scale where needed.

Capability to Provide the Services and Expertise of Past Performance

Proven record of translating official government or industry documents, reports, applications, agendas, flyers and advertisements, websites, social media posts, and other materials into multiple languages.

In the State of California, Avantpage holds a statewide contract (CMAS, administered by the Department of General Services) that allows agencies to partner with us using pre-established terms and pricing. Many of these agencies also choose to contract directly with Avantpage under their own independent agreements, some that are also administered by DGS and some that are handled at the agency level. These agencies include the CA Secretary of State, the CA Department of Social Services, the CA Department of Developmental Service, the CA Department of Public Health, the Judicial Council of CA (primarily the Center for Families, Children, and the Courts), the CA Department of Corrections, the CA Student Aid Commission, and many more. Additionally, Avantpage partners with a number of state and national health plans active in California, as well as over 25 county elections departments around the state.

During the many years that these partnerships have been active, Avantpage has translated forms, publications, member correspondence/letters, brochures, ballots, marketing materials, reports, outreach and educational documents, web content and more. Our clients see us as true partners and we strive at all times to be just that - we work as a team to resolve issues related to language nuance, demanding turnaround times, strict and changing regulations, and the need for continuous cost improvements and optimization.

Ability to demonstrate a thorough understanding of cultural sensitivities and the need to build trust with non-English speaking communities; importance of providing accurate and timely materials.

At Avantpage, we believe in Empathy Beyond Words. Our goal is simple - to help government and healthcare organizations empower their immigrant and limited-English-speaking communities through language access and nuanced cultural understanding. To do this, we start with developing close relationships with our clients. We view these relationships not as transactions but as true partnerships. This is why our holistic approach starts with implementation and customer service.

At Avantpage we make sure that every linguist we work with is well acquainted with our values, processes, tools and specific project requirements. It is through this training that we ensure quality and that our services are delivered in a culturally appropriate manner. During the training and onboarding phase, we start by educating our linguists about their specific roles and responsibilities, as well as their position within our quality assurance chain. They become familiar with our key rules regarding project instructions, communication with the Project Management Team, confidentiality rules (including annual HIPAA & PHI compliance), and our evaluation processes. Avantpage commits to on-time and accurate delivery of translations free from content and structural errors and formatted in accordance with the requirements established by you. Every timeline allows for all quality assurance steps. Our proposed timelines are based on word count. If the size of a project exceeds the number of words that can be translated during your desired timeframe, your Project or Account Manager can discuss alternate timelines and strategies. It is standard practice for Avantpage to provide a delivery estimate for all projects before proceeding with any work.

See our standard turnaround times in the table below (this is for text translation only). Please note that the turnaround for non-standard languages may be greater. We will work closely with you to determine turnaround

times that work with your deadline and are very aware of the fact that some translations are needed within shorter timeframes. While the below shows our standard non-rush schedule, we have solutions in place to provide 24–48-hour turnaround as needed, without compromising quality.

Turnaround Times:

No. of words	Turnaround time (business days)
1-3000	3
3000-5000	4
5000 or more	5 and up

Other Pertinent Experience.

Avantpage offers over-the-phone interpreting services to many city, county, and state government agencies. Our clients include: The State of Arkansas, Sedgwick County, Kansas, and Sacramento County.

In a recent case study, published on our website (<https://avantpage.com/translation-resources/case-studies/remote-interpreting/>), we describe how a government county partnered with us for an on demand, over-the-phone, and video remote interpreting service to 30 departments. We provided them our on-demand language services through an app, web browser, or phone. Additionally, a human representative was able to begin the call to ensure details were accurately conveyed for tracking purposes, such as the name of the requester. Offering solutions that give the agency options for how they dial in an interpreter helps to bridge digital literacy gaps and assist with the local departments selecting what solution best fits the individual needs of each department.

To further the accessibility and limit the wait time, we also introduced a quick dial for three commonly requested languages: Spanish, Chinese, and Vietnamese. By providing easy, accessible, fast, multi-mode interpreting solutions, it gave the client the opportunity to ensure the best service is available to everyone, despite a limiting geographical location that could make onsite interpreting negatively impact language access.

Past/Prior Performance

With 25 years of experience providing public sector and healthcare translations and over 30 full-time employees, Avantpage is expressly qualified to meet all translation requirements detailed in the Scope of Work. We have recruited, certified, and trained linguistic teams for all of the threshold languages of California. We have customized our translation tools, developed proven quality processes that are scalable. Our client base is largely centered on the west coast of the United States. With our headquarters in California, we have worked with state and local government here since our founding in 1996. The various state and local organizations and agencies that we partner with trust us as their expert partner when it comes to translating handbooks, guidebooks, forms, web content, individual correspondence, and educational and outreach materials. Not only do they rely on our bilingual and bicultural linguists, but also on our team of multilingual designers. Our team works in a variety of software programs to provide print-ready files in as many languages as you need. We are respected members of GALA (Globalization and Localization Association) and participate regularly in their events, gaining visibility among this world-renowned community. In 2020, Avantpage also participated in industry conferences including GALA, TAUS, and the American Translators Association (ATA). At ProZ, one of the most widely used online communities for translation and interpreting recruitment, we are proud of our 5-star ranking.

This level of involvement and reputation in the industry brings our company great credibility and is one reason why we are able to attract top talent for our linguist pools.

Capacity/Capability to meet The City of San Diego's needs in a timely manner.

Written Translation

Our Provider Network team works efficiently and effectively to properly staff our external network for appropriate business scaling. We are ready and able to tackle any project, small or large, and our project management staff is skilled and knowledgeable to devise creative solutions to challenging problems such as planning, rolling deliveries, or utilizing multiple translators with a single editor for large volumes. We keep in touch with your team in order to anticipate any changes in volume that may require adjusting our team, but we are also ready to scale at short notice, should an unplanned increase in work occur.

When high volume projects are requested, we take time to focus on core areas to ensure success by:

- Focusing on hands-on project management.
- Assigning dedicated translation teams for translation, editing, and proofreading.
- Creating specialized teams for desktop publishing (DTP).

As your translation supplier, you can be confident that we have many years of experience translating the exact content you need. We have proven processes and will work with you to prioritize delivery of sections and then assign work in that order all while continuously leveraging the translation real-time.

Over-The-Phone Interpreting

Our interpreting platform is cloud based and our communication service maintains on-demand carrier connectivity at twice the anticipated demand. Traffic patterns are closely monitored, and capacity is adjusted in real-time. The software infrastructure enables our service provider to overprovision resources to handle traffic spikes at any time of the day. Because of this, Avantpage can adapt to client demand of any size, at any time without infrastructure scaling.

MARY MARKS

Account Manager

Professional Overview

Qualification Highlights

- ▶ **Clear, concise communications**
- ▶ **Presentation skills**
- ▶ **Build effective client training materials**
- ▶ **Consultative approach**
- ▶ **Use of satisfaction metrics**
- ▶ **Creative thought processes**

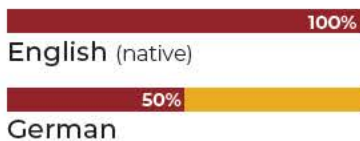
Contact

✉ mary@avantpage.com

📞 530.750.2040 x15

📍 www.avantpage.com

Language



Mary brings a deep understanding of what it takes to build and maintain true business partnerships to her role as Account Manager at Avantpage. Coupled with broad experience in the world of Language Services and her status as a lifelong student of business and industry issues and trends, Mary's focus makes her an extraordinarily well-rounded business professional. Her goal in approaching each client interaction is to bring added value to the relationship using a consultative approach and a wealth of best practices to the conversation. Focal areas include process and financial optimization, client training, and satisfaction metrics.

Education

University of Northern Colorado, Greeley, CO.

B.S. Business Administration, Study emphasis: Marketing & Finance

University of Northern Colorado, Greeley, CO

B.A. Economics

Professional Experience

Avantpage, Davis, CA | Account Manager | 2018 - present

Working directly with key clients and with Avantpage internal stakeholders to ensure optimum customer experiences. Focus accounts are in the public sector including Government Administration, Public Health Organizations and Health Plans, and Environmental Agencies.

JONCKERS, Inc. | Enterprise Account Manager | 2016 – 2017

Served as focal point of contact for a number of Enterprise-level tech companies and as a valued member of their own localization teams, principally in the Silicon Valley.

Sajan, Inc. | Senior Account Manager | 2014 - 2015

Worldwide support of the localization and engineering projects for several worldwide Life Sciences, Industrial Manufacturing, and Consumer-Goods companies.

Medialocate, Inc. | Strategic Account Manager | 2008 - 2013

Managed a portfolio of Strategic Accounts through double-digit growth year over year by consulting on business goals and MBOs. Key partners included leaders in Life Sciences, Industrial Manufacturing, Publishing, and Technology.

Professional & Community Affiliations

- GALA (2012 - current)
- LAUSD ELAC & Classroom volunteer (2001 - 2015)
- Women in Localization (2014 - current)
- StopAIDS Project Workshop Leader (1995 - 1997)
- San Francisco Comedy Celebration Day Steering Committee (2015 - current)



FERNANDA AGUILERA

Project Manager

Professional Overview

Qualification Highlights

- ▶ Detail-oriented
- ▶ Focused on Quality Control
- ▶ Building effective internal training materials
- ▶ Experience with Accessibility projects

Fernanda Aguilera has worked in the Translation Industry since 2018. At Avantpage, her main responsibility is to organize translation projects, and ensure they are completed efficiently and with a high degree of quality while delivering excellent customer service. Fernanda is an expert on accessibility projects ensuring that clients' documents are ADA and 508 compliant.

Education

Universidad Iberoamericana, Mexico City. 2013 – 2018
Bachelor's Degree in Communication

Contact

- ✉ fernanda@avantpage.com
- ☎ 530.750.2040 x15
- 📍 www.avantpage.com

Professional Experience

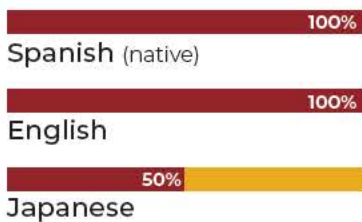
Avantpage, Davis, CA | Project Manager | 2020 - present

- Responsible for managing projects for healthcare, education, and United States Government clients.
- Optimize workflows to ensure a high degree of quality on all projects.
- Build relationships with clients to meet their expectations.
- Manage projects requiring DTP, Machine Translation post-editing, ADA compliance, audio, subtitling, braille, transcription, and/or website localization.
- Create effective internal processes manuals and materials.
- Train a Machine Translation engine to optimize a healthcare client account.
- Train Project Managers and Coordinators on document accessibility and ADA compliance.

Avantpage, Davis, CA | Project Coordinator | 2018 - 2020

- Together with the Project Manager, coordinate the logistics of translation projects for healthcare and United States Government clients.
- Help ensure that all team members and departments have what they need in order to meet the deadlines and expectations of the projects.
- Use of Translation Memory for quoting.
- Contact with vendors (linguists, translation agencies, and designers).
- Coordinate projects requiring DTP and ADA compliance.
- Proofreading of texts for the company's blog.

Language





FÁTIMA PÉREZ

PM Team Manager

Professional Overview

Qualification Highlights

- ▶ Customer Service
- ▶ Project Management
- ▶ Training
- ▶ Intercultural communication
- ▶ Team Coordination
- ▶ Translation, localization and alternative formats
- ▶ Problem Solving
- ▶ Decision Making
- ▶ Translation Memory Management
- ▶ Desktop Publishing Knowledge
- ▶ Strategic Planning
- ▶ Data analysis and preparation of reports

Contact

- ✉ fatima@avantpage.com
- ☎ 530.750.2040 x15
- 🌐 www.avantpage.com

Language

Spanish (native)	100%
English	100%
French	100%

Fatima Perez is the lead PM Team Manager at Avantpage. She monitors and assists the Project Management team to drive their daily tasks and projects to a successful completion. This includes maintaining a wide overview of all projects being produced, setting priorities, and providing direction. Her role also involves being a liaison between the team and other areas within the company, such as Client Services and Quality Management, so together we reach our common goal of delivering a high-quality service and product to our customers. Fatima also manages and executes large or complex (and sometimes) multilingual translation and localization projects in the health care, elections, and government fields.

Education

Instituto Tecnológico de Estudios Superiores de Occidente, ITESO
Degree in International Relations

Courses

- Account Management for Project Managers, 2020
- Creating Accesible PDFs, 2018
- Selling Skills for Project Managers Online Seminar, 2016
- Consecutive Interpreting Workshop (English-Spanish), 2014

Professional Experience

Avantpage, Mexico City | PM Team Manager | 2018 – present

Responsible for supervising and assisting Project Managers and Project Coordinators in their daily tasks and driving workload to successful completion. This includes workload and account distribution, maintaining a wide overview of all projects being produced, setting priorities, and providing direction. Also serves a liaison between the Operations team and other areas within the company, to ensure a smooth cooperation and that resources are used to their maximum potential. Provides data analysis and special reporting to key clients.

Avantpage, Mexico City | Project Manager | 2015 – 2017

Planned, initiated, and oversaw execution of translation projects, working with multiple internal teams, contractors, and clients. Responsible for the final quality of a project, ensuring that it is delivered on time and to the client's satisfaction. Managing issues, conflicts or emergencies that may arise during the project, as well as coming up with alternative solutions if the initial plan cannot be carried out. Fatima's main clients included health plans in the U.S., government agencies, and some counties for elections work in Florida and California.

Nobel Foods | International Sales Executive | 2014

Key point contact with Middle East and Asia customers. Identifying business opportunities and potential prospects. Selling the products by establishing contact and developing relationships with prospects. Preparing reports by collecting, analyzing, and summarizing information.



DOMINIKA WOSZCZYK

Head of Quality

Professional Overview

Qualification Highlights

- ▶ Quality Assurance & Quality Control
- ▶ Quality Management & Strategies
- ▶ Translation Memory and Terminology Management
- ▶ Multilingual and Cultural Competence
- ▶ Provider Management
- ▶ Customer Service

Working in the translation industry since 2014, Dominika bring her passion for languages and people to work every day. She is responsible for defining Quality Strategy and Processes company wide. At Avantpage we follow industry standards and maintain our quality metrics at the highest level to ensure linguistic excellence. Dominika's key initiatives include Avantpage's ISO certification.

Education

Benemérita Universidad Autónoma de Puebla, 2012-2013

Mexican Government Scholarship | Research Project | Spanish Language and Literature

University of Wroclaw, 2010-2012

M.A. Spanish Language and Literature

Universidad de Almería, 2009-2010

Academic Exchange | Spanish Language and Literature

University of Wroclaw, 2007-2010

B.S. Spanish Language and Literature

Contact

- ✉ dominika@avantpage.com
- ☎ 530.750.2040 x15
- ➔ www.avantpage.com

Professional Experience

Avantpage, Davis, CA | Head of Quality | 2019 - present

Responsible for defining and maintaining Avantpage's Quality and Provider Management strategies. In charge of continuous improvement by implementation of new strategies and tools, ensuring that internal teams are trained and knowledgeable about quality processes and that all processes and procedures are practical, efficient, and optimized. Quality at Avantpage is data-driven and focuses on measurable results by defining and monitoring individual and group-level performance indicators.

Avantpage, Davis, CA | Resource Manager | 2017 - 2019

Ensured a wide and reliable pool of external providers, trained and managed relationships with them. Measured the quality of delivered work, shared feedback and solved issues related to providers' performance and business reliability. Active management and development of linguistic assets, such as glossaries, style guides, and translation memories. Managing and improving of internal quality processes, including quality control and quality assurance. Support for operations and production teams in implementing and following quality processes. Supervising provider management and proofing in-house teams in accordance with company goals.

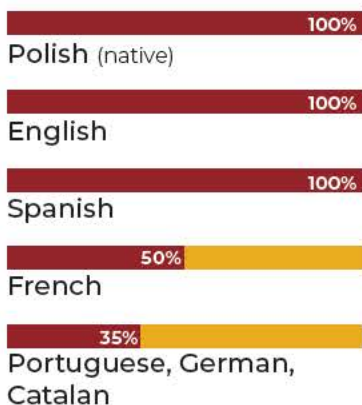
Avantpage, Davis, CA | Vendor Manager | 2015 - 2017

Managed external providers, including recruitment, on boarding, training, feedback, and issue solving. Supported the operations team and external providers team in following the quality processes and standards, in accordance with the company's goals. Managed linguistic assets, such as glossaries, style guides, and translation memories.

Avantpage, Davis, CA | Project Manager | 2014 - 2015

Responsible for all aspects of daily production in the translation department: monitored production, profitability, and quality levels of all projects. Maintained close relationships with major business partners. Managed the translation teams and linguistic assets. Ensured that all work was assigned and completed on time, and at appropriate profit levels, all within budget. Identified areas of efficiency and implemented strategies to improve processes.

Language



JOANNA OSEMAN

Director of Business Development

Professional Overview

Qualification Highlights

- ▶ **Team Leadership**
- ▶ **Client Relationship Management**
- ▶ **Performance Tracking & Data Analytics**
- ▶ **Account Management & Business Development**
- ▶ **Project Management & Process Improvement**
- ▶ **Published Translator**

Contact

✉ joanna@avantpage.com

📞 530.750.2040

🌐 www.avantpage.com

Language

English (native) 100%

French 100%

German 50%

Joanna Oseman is a member of Avantpage's Leadership Team and the director of one of the company's core functions: Business Development. She has extensive knowledge of the translation industry, with a portfolio of experience that bridges many aspects of the field. After working first as a translator, Joanna moved to project management before bringing her operational insights to the world of account management and business development. At Avantpage, Joanna oversees a team of sales, marketing, and contract specialists. Before assuming her current role, Joanna worked closely with our largest healthcare, government, and elections clients, and is uniquely poised to discuss both business and project-level strategy. She also attends industry conferences, looking to connect with our business partners and to share Avantpage's expertise through presentations and events.

Education

University of Sheffield, UK, 1999-2003
B.A. In French Studies

Professional Experience

Avantpage, Davis, CA | Director of Business Development | 2019 - present

Responsible for new business at Avantpage, including launching new services, leading marketing efforts, and guiding sales teams. As the director of this department, Joanna works directly with Avantpage's CEO and ensures that company goals are full represented in the acquisition of new partnerships.

Avantpage, Davis, CA | Head of Client Services | 2018 - 2019

Responsible for account growth through customer service, project and sales planning, contract management, and extensive coordination across Avantpage teams. Managed Avantpage's team of Account Managers and lead growth efforts among the existing client base. Was responsible for managing Avantpage's largest health plan client.

Avantpage, Davis, CA | Account Manager | 2016 - 2018

Responsible for account growth and expansion of services among existing accounts. Worked directly with key clients to ensure all needs were met and performed quarterly business reviews. Worked closely with Operations team to ensure satisfactory management of all assigned accounts at the project level.

SensExpress, Sacramento, CA | Owner, Project Manager, and Account Manager | 2013 - 2016

Responsible for all aspects of running a small business. From building a client base from scratch, to recruiting translators and managing projects and accounts.

Freelance Translator | Sacramento, CA | 2007 - 2016

Worked with a variety of clients within the US and Europe to translate written documents from French to English. Worked on the translation of three book length publications, as well as a published academic writing/editing project about 19th century French history.



VERA HOOIJDONK

Director of Operations

Professional Overview

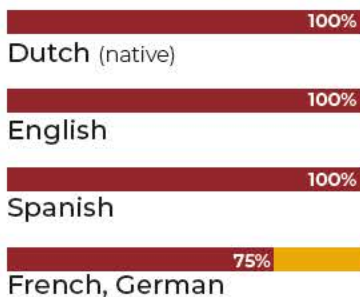
Qualification Highlights

- ▶ Certified Localization Project Manager
- ▶ Process Documentation
- ▶ Client Relations
- ▶ Team Management and Development
- ▶ Translation Technology Expert
- ▶ Optimization and Automation

Contact

- ✉ vera@avantpage.com
- ☎ 530.750.2040
- 🌐 www.avantpage.com

Language



As Director of Operations for Avantpage, Vera Hooijdonk is adept at juggling projects, time, and people. Vera manages all aspects of the translation process: assessing and distributing workloads, monitoring performance and productivity, managing training and support for team members, communicating client needs to the translation team, overseeing translation technology tools, ensuring that processes and procedures remain cost-effective throughout the life of a project and maintaining quality standards. As a problem solver and troubleshooter, Vera loves working with Avantpage's clients, understanding their linguistic needs and learning about new industries and technologies.

Education

University of Utrecht, Netherlands
M.A. Translation Studies

University of Utrecht, Netherlands
B.A. Spanish Language and Literature

Universidad de Guadalajara, Mexico & Universidad Complutense, Madrid
Foreign Exchange Programs

Professional Experience

Avantpage, Davis, CA | Director of Operations | 2014 - present

Vera helps Avantpage deliver smooth and efficient services that meet our client's needs. She believes each day is a new opportunity to improve and is passionate about finding practical solutions for both our clients and internal teams.

Avantpage, Davis, CA | Project Manager & PM Lead | 2010 – 2013

Plan, initiate, and oversee execution of a project, in collaboration with internal teams and external vendors. Responsible for the final quality of a project, ensuring that it is delivered on time and to the client's satisfaction. Managing issues, conflicts or emergencies that may arise during the project, as well as coming up with alternative solutions if the initial plan cannot be carried out.

The Boston Consulting Group, Mexico City | Recruiting Coordinator | 2007 – 2009

Coordinated the company's recruitment program for management consultants, including the coordination of recruitment events at universities. Screened candidates, planned the interview process, and guided new hires through on boarding and the training process.

Instituto Cervantes, Utrecht, The Netherlands | Translator | 2006 – 2007

In-house translator at a worldwide non-profit organization that promotes the study and teaching of Spanish language and culture. Responsibilities included translating content for organization's website, online library catalogue and educational materials, as well as a broad variety of administrative tasks and event coordination.



LUIS MIGUEL

CEO

Professional Overview

Qualification Highlights

- ▶ Resource Management
- ▶ Capital Allocation
- ▶ Strategy and Vision
- ▶ Oversee Company Operations
- ▶ Strategic Planning and Execution
- ▶ Company Culture and Direction
- ▶ Conference Speaker
- ▶ Committed to Language Assistance

Contact

✉ luis@avantpage.com

☎ 530.750.2040

🌐 www.avantpage.com

Language

Spanish (native) 100%

English 100%

Dr. Luis Miguel is a recognized expert in the translation industry. As founder and CEO of Avantpage, Dr. Miguel is the driving force behind the company's growth, vision, and global presence. For over two decades, Dr. Miguel has used his passion for immigrants, leadership skills, and incisive business acumen to develop and nurture an organization that reflects his personal vision: empathic, provide opportunities to reach the American dream, and focused on delivering exceptional quality.

Education

University of California, Berkeley. 1992

Ph.D. Computer Science

University of California, Berkeley. 1988

M.S. Computer Science

University of California, Davis. 1981

B.S. Plant Science

Professional Experience

SYBASE, Emeryville, CA | Technical Project Lead | 1993 - 1996

Served as lead for the internationalization of the Sybase Replication Server; features include multiple sort orders, multi-byte character sets, character set conversion, and enabling for localization into multiple locales. Managed full lifecycle of product—from requirements gathering to QA and customer release. Worked as major player in the creation of Sybase's Global Products Group.

TRANSCEND, Davis, CA | Co-Founder & Director of MIS | 1990 - 1998

Designed and installed multilingual, mixed platform computer system for translation agency. Managed a heterogeneous group of programmers, translators, and lawyers in a software localization project for the Hispanic market. Managed complex projects under extremely tight deadlines and demanding quality standards (e.g., California Ballot Pamphlet).

SYRACUSE UNIVERSITY, Syracuse, NY | Database Consultant | May-Aug 1991

Consulted on databases for CASE for Professor Amrit Goel, Computer Science Department, and designed a software metrics database for the U.S. Air Force.

HEWLETT-PACKARD (Data and Languages Division), Cupertino, CA | Technical Staff 1988 - 1990

Designed and developed a MOTIF Graph widget used in various released HP products as well as standalone.

UC BERKELEY, Berkeley, CA | Research Assistant | 1985 - 1992

HEWLETT-PACKARD (Ft. Collins Systems Division), Ft Collins, CO | Technical Staff May-Aug 1985