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Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Chief Academic Officer

Meeting Date June 10, 2026

Subject Amendment No. 1 - Services Agreement (Award of RFP No. 22-139OE Translation and Interpretation Services) and Data Sharing Agreement – Excel Interpreting, LLC - Office of Equity

Ask of the Board Approve Amendment to Services Agreement
 Ratify Services Agreement

Description of Services & Background On March 31, 2023, the Procurement Department in partnership with the Department of Office of Equity released an 'Request for Proposal' (RFP) titled, RFP #22-139OE "Translation and Interpretation Services". Under this RFP the District established a multi-year list of approved translation and interpretation vendors that can provide services to meet its legal requirements, as well as support multiple departments and school sites on an as-needed basis. Ten vendors responded to the RFP and eight were selected based on the following evaluation criteria: Statement/Letter of Interest, Ability to Execute & Approach to Scope of Work, Fee/Service Rate Schedule and Experience, Qualification and References. An amendment is required to continue uninterrupted legally mandated services through June 30, 2028.

Term Start Date: August 7, 2023
End Date: June 30, 2028

Not-to-Exceed Amount \$33,236.00

Funding Source Multiple department funding sources

Competitively Bid Yes No
RFP #22-139OE – Translation and Interpretation Services

District In-Kind Contributions N/A

Attachment(s) Amendment No. 1 – Services Agreement and Data Sharing Agreement
File ID #23-1914 - Services Agreement Award of RFP #22-139OE, approved 9/13/23

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: _____

Signature: _____ 

Position: _____

Date: _____

OUSD

Name: Sondra Aguilera _____

Signature: Sondra Aguilera _____

Position: Chief Academic Officer _____

Date: 5/8/2026 _____

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler _____

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.



DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii) no OUSD Data

will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.
9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in

Exhibit A, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.

10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall delete, dispose, or destroy all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been deleted, disposed of and/or destroyed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.

- iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
- 16. **Qualifications, Training, and Removal.**
 - a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
 - b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State

of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.
17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall

immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.

- d. Upon termination, RECIPIENT shall provide OUSD with all data and materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any

claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.

23. **Indemnification.**

- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.

24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.

25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful

discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. **Compliance with California and Federal Laws.** RECIPIENT shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The RECIPIENT shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the RECIPIENT or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and

Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

41. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

RECIPIENT

Name: Paula Ghemes Signature: Paula Ghemes
Position: Excel Administrator Date: 05/14/2026

OUSD

Name: Sondra Aguilera Signature: Sondra Aguilera
Position: Chief Academic Officer Date: 5/8/2026
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: _____
Position: Interim Superintendent and Interim Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department

**DATA SHARING AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Excel Interpreting LLC

OTHER AGREEMENTS BETWEEN THE PARTIES:

- _____
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	—
	SBAC results	<input type="checkbox"/>
	ELPAC results	<input type="checkbox"/>
	IAB Results	<input type="checkbox"/>
<i>Assessment</i>	Other assessment results (list below):	
	• _____	
	• _____	
	• _____	<input type="checkbox"/>
	• _____	
	• _____	
<i>Attendance</i>	Attendance rate	<input type="checkbox"/>
	Number of absences	—
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input type="checkbox"/>
	Days suspended	<input type="checkbox"/>

<i>Demographics</i>	Gender	
	Race/ethnicity	
	Date of birth	
	Special ed. flag	
	Home language	
	Language proficiency	
	Birth country	
<i>Enrollment</i>	School	
	Grade level	
<i>Parent/Guardian Contact Information</i>	Name	
	Address	
	Email	
	Phone	
<i>Schedule</i>	Student scheduled courses	
	Teacher names	
<i>Special Indicator</i>	English language learner	
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	
	Newcomer	
	Title 1 flag (schoolwide)	
<i>Student Contact Information</i>	Name	
	Address	
	Email	
	Phone	

	Local student ID number	<input type="checkbox"/>
	Teacher ID number	
	State student ID number	
<i>Local Identifiers</i>	Provider/app assigned student ID number	
	Student app username	
	Student app password(s)	
	Dummy identifiers	
<i>Student Work</i>	Student generated content; writing, pictures, etc.	
	Student course grades	
<i>Transcript</i>	Current year GPA	
	Cumulative GPA	
	Student bus assignment	
<i>Transportation</i>	Student pick up and/or drop off location	
	Student bus card ID number	
	List additional data elements here	
	● <u>Interpretation Requester (staff) Contact Info</u>	
	● <u>Interpretation Client (student/family) Contact Info</u>	
<i>Other</i>	● _____	✓
	● _____	
	● _____	
	● _____	
	● _____	
	● _____	

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.**

OUSD Data includes personally identifiable information from a student record,

AND at least one of the following:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: 07/01/2026

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 06/30/2028

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Excel Interpreting, LLC

Address: 2081 Arena Blvd, Suite 260

City, ST Zip: Sacramento, CA 95834

Phone: 1-800-915-0638

Email: admin@excelinterpreting.com

Board Office Use: Legislative File Info.	
File ID Number	23-1914
Introduction Date	9/13/23
Enactment Number	23-1617
Enactment Date	9/13/23 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendents
Sondra Aguilera, Chief Academic Officer
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics
Raquel Jimenez, Executive Director, Office of Equity

Meeting Date September 13, 2023

Subject Services Agreement 2023-2024 for Translation and Interpretation Services with Excel Interpreting, LLC

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background On March 31, 2023, the Procurement Department in partnership with the Department of Office of Equity released a 'Request for Proposal' (RFP) titled, RFP #22-139OE "Translation and Interpretation Services". Under this RFP the District's goal is to establish a multi-year list of approved translation and interpretation vendors that can provide services to meet its legal requirements, as well as support multiple departments and school sites on an as-needed basis. Ten vendors responded to the RFP and eight were selected based on the following evaluation criteria: Statement/Letter of Interest, Ability to Execute & Approach to Scope of Work, Fee/Service Rate Schedule and Experience, Qualification and References.

Term Start Date: August 7, 2023
End Date: June 30, 2026

Not-To-Exceed Amount \$100,000.00

Funding Source(s) Multiples departments funding sources

Competitively Bid Yes No
RFP #22-139OE – Translation and Interpretation Services

District In-Kind Contributions N/A

Attachment(s)

- Notice of Intent to Award Bid RFP #22-139OE
- Services Agreement
- Data Sharing Agreement
- OUSD RFP #22-139OE Document
- Excel Interpreting, LLC Response to RFP #22-139OE



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

July 28, 2023

To: Excel Interpreting & Translating

PROJECT:

**Request for Proposal (RFP) #22-139 OE
TRANSLATION AND INTERPRETATION SERVICES**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for translation and interpretation services.

OUSD intends to award Excel Interpreting & Translating, along with other providers. The recommendation to award the bid to Excel Interpreting & Translating and other providers, will be submitted to our District’s Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP’s, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

- 9. Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT.

No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

37. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and


properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Koy Saephan

Signature: 
Koy Saephan (Aug 7, 2023 16:01 PDT)

Position: CEO

Date: Aug 7, 2023

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera


Signature: 

Position: Chief Academic Officer

Date: 8/18/2023

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 9/14/23

Template has been approved by OUSD legal

SERVICES AGREEMENT

EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Excel Interpreting, LLC

1. **Services.** Describe the SERVICES VENDOR will provide: **Translation and Interpretation Services to the District through a variety of means and platforms including but not limited to in-person/pre-scheduled interpretation, video or web-based (VRI), over-the-phone interpretation (OPI) and/or document translations. All services to be performed on an as-needed basis.**

2. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: August 7, 2023
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: June 30, 2026

3. **Compensation.**
 - a. The basis for payment to VENDOR shall be:
 - Hourly Rate: _____ per hour
 - Daily Rate: _____ per day
 - Weekly Rate: _____ per week
 - Monthly Rate: _____ per month
 - Per Student Served Rate: _____ per student served
 - Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): **Rates and compensation will vary based on as-needed requested service, in addition to type of translation/interpretation conducted (in-person, OPI, VRI and Document Translation and other methods of services). Fee Schedule attached in vendor's proposal.**
 - b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
Not-To-Exceed Amount: \$100,000.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Koy Saephan - Excel Intrepreting LLC
Address: 2081 Arena Bld. Suite 260
City, ST Zip: Sacramento, CA 95834
Phone: (800)915-0638 ext. 103
Email: koy@excelinterpreting.com

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.



DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “RECIPIENT INDIVIDUAL” includes (to the extent they exist): RECIPIENT Board members, officers, trustees, and directors; RECIPIENT employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under RECIPIENT’s direction, invitation, or control.

To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If one or more such agreements exist at the time of execution of this AGREEMENT, the Parties shall identify it in **Exhibit A**.

The PARTIES hereby agree as follows:

1. **Purpose.** This AGREEMENT pertains only to OUSD’s transmission of data to RECIPIENT and RECIPIENT INDIVIDUALS, and RECIPIENT and RECIPIENT INDIVIDUALS’s protection of such data (“PURPOSE”).
 - a. The elements/categories of data to be transmitted shall be listed in **Exhibit A**. These data, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as “OUSD Data.”
 - b. The basis under state and federal law (e.g., the Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT shall be delineated in **Exhibit A**. The PARTIES acknowledge that OUSD limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement.
 - c. No OUSD Data whatsoever may be used for any purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**. If the TERM is longer than one calendar year and the OUSD Data transmitted is part of a research project approved by OUSD’s Department of Research, Assessment, and Data (“RAD”), RECIPIENT acknowledges that (i) it will need to obtain approval from RAD prior to extending the research project into the second and subsequent calendar years and (ii)

no OUSD Data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

3. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
4. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to: (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian, or group for any commercial purpose unless authorized by a separate agreement with OUSD; or (d) use the OUSD Data for the development of commercial products or services.
5. **Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this AGREEMENT is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this AGREEMENT in the same manner as the original OUSD Data. The PARTIES agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
6. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent/guardian of an OUSD pupil or an eligible OUSD pupil may review OUSD Data in the pupil's records, correct erroneous information regarding the pupil, and transfer content generated by the pupil to a personal account. RECIPIENT shall respond in a timely manner to OUSD's request for OUSD Data in a pupil's records held by RECIPIENT to view or correct, as necessary.
7. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for OUSD data or other data provided by OUSD and held by RECIPIENT pursuant to this AGREEMENT, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. To the maximum extent permitted by law, RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
8. **Employee Obligation.** RECIPIENT shall require all RECIPIENT INDIVIDUALS who have access to OUSD Data to comply with all applicable provisions of this AGREEMENT with respect to the data shared under the AGREEMENT.

9. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this AGREEMENT or any other agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this AGREEMENT.
10. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce, or transmit any data obtained, except as necessary to fulfill the AGREEMENT.
11. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include: (1) the shredding of any hard copies of any OUSD Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this AGREEMENT authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
12. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
13. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide a notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. If, after RECIPIENT provides the initial notice under this Paragraph, RECIPIENT becomes aware of additional information related to such an event, RECIPIENT shall provide additional notifications to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. In provide notice to OUSD under this Paragraph, RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above shall include, at a minimum, the following information:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- ii. The date of the breach, the estimated date of the breach, the date range within which the breach occurred, or an estimate of how soon RECIPIENT will know this information.
 - iii. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. RECIPIENT agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting the parents/guardians of affected OUSD pupils or eligible OUSD pupils unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify affected such parents/guardians or OUSD pupils of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to provide such notifications.
- 14. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 15. **Certificates/Permits/Licenses/Registration.** RECIPIENT shall ensure that all RECIPIENT INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in order to perform its responsibilities under this AGREEMENT.
- 16. **Qualifications, Training, and Removal.**
 - a. RECIPIENT represents and warrants that RECIPIENT and all RECIPIENT INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform its responsibilities under this AGREEMENT in a professional manner, without the advice, control or supervision of OUSD. RECIPIENT will perform its responsibilities under this AGREEMENT in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

- b. RECIPIENT represents and warrants that all RECIPIENT INDIVIDUALS are specially trained, experienced, competent and fully licensed to perform its responsibilities under this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 - c. RECIPIENT agrees to immediately remove or cause the removal of any RECIPIENT INDIVIDUAL from using, reviewing, or otherwise accessing OUSD Data upon receiving notice from OUSD of such desire. OUSD is not required to provide RECIPIENT with a basis or explanation for the removal request.
17. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to RECIPIENT's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to RECIPIENT to suspend this AGREEMENT, in which case RECIPIENT shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of one or both PARTIES to perform their obligations under this AGREEMENT, OUSD may terminate this AGREEMENT upon seven (7) days prior

written notice to RECIPIENT. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. RECIPIENT shall immediately cease using, reviewing, or otherwise accessing OUSD Data upon receipt of such a termination notice.

- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
20. **Conflict of Interest.**
- a. RECIPIENT and all RECIPIENT INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. RECIPIENT affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between RECIPIENT's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, RECIPIENT agrees it shall immediately notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** RECIPIENT certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

22. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this AGREEMENT other than as provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT.
23. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this AGREEMENT. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this AGREEMENT. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT and RECIPIENT INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT and RECIPIENT INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.
24. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this AGREEMENT. RECIPIENT shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all such books, records, and systems. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT’S normal business hours, unless RECIPIENT otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair

Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of RECIPIENT under this AGREEMENT shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
39. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), RECIPIENT acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

40. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

RECIPIENT

Name: Koy Saephan

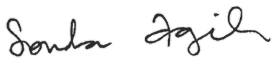
Signature: 
Koy Saephan (Aug 7, 2023 16:01 PDT)

Position: CEO

Date: Aug 7, 2023

OUSD

Name: Sondra Aguilera


Signature: 

Position: Chief Academic Officer

Date: 8/18/2023

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 9/14/23

Template has been approved by OUSD legal

**DATA SHARING AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this AGREEMENT)

RECIPIENT: Excel Interpreting, LLC

OTHER AGREEMENTS BETWEEN THE PARTIES:

- N/A
- _____
- _____

1. **Purpose.** The following elements, if checked, shall constitute the OUSD Data for purposes of this AGREEMENT:

Category	Elements	
<i>Application Technology Metadata</i>	IP addresses of users, use of cookies, etc.	<input type="checkbox"/>
<i>Application Use Statistics</i>	Metadata on user interaction with application	<input type="checkbox"/>
	SBAC results	<input checked="" type="checkbox"/>
	ELPAC results	<input checked="" type="checkbox"/>
	IAB Results	<input checked="" type="checkbox"/>
<i>Assessment</i>	Other assessment results (list below):	
	● <u>Special Education Assessment/Results</u>	
	● <u>Psychological Assessment Results</u>	
	● <u>Any other State Test Results</u>	<input checked="" type="checkbox"/>
	● _____	
	● _____	
	● _____	
<i>Attendance</i>	Attendance rate	<input checked="" type="checkbox"/>
	Number of absences	<input checked="" type="checkbox"/>
<i>Communications</i>	Online communications that are captured (emails, blog entries, etc.)	<input checked="" type="checkbox"/>
<i>Conduct</i>	Number of suspensions	<input checked="" type="checkbox"/>

	Days suspended	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Race/ethnicity	<input checked="" type="checkbox"/>
	Date of birth	<input checked="" type="checkbox"/>
<i>Demographics</i>	Special ed. flag	<input checked="" type="checkbox"/>
	Home language	<input checked="" type="checkbox"/>
	Language proficiency	<input checked="" type="checkbox"/>
	Birth country	<input checked="" type="checkbox"/>
<i>Enrollment</i>	School	<input checked="" type="checkbox"/>
	Grade level	<input checked="" type="checkbox"/>
<i>Parent/Guardian Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
<i>Schedule</i>	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
<i>Special Indicator</i>	English language learner	<input checked="" type="checkbox"/>
	Socio-economic disadvantaged (SED) status (Note: OUSD cannot share Free/Reduced Lunch status as a standalone data element)	<input checked="" type="checkbox"/>
	Newcomer	<input checked="" type="checkbox"/>
	Title 1 flag (schoolwide)	<input checked="" type="checkbox"/>
<i>Student Contact Information</i>	Name	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>

	Phone	<input checked="" type="checkbox"/>
	Local student ID number	<input checked="" type="checkbox"/>
	Teacher ID number	<input checked="" type="checkbox"/>
	State student ID number	<input checked="" type="checkbox"/>
<i>Local Identifiers</i>	Provider/app assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app password(s)	<input checked="" type="checkbox"/>
	Dummy identifiers	<input checked="" type="checkbox"/>
<i>Student Work</i>	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>
	Student course grades	<input checked="" type="checkbox"/>
<i>Transcript</i>	Current year GPA	<input checked="" type="checkbox"/>
	Cumulative GPA	<input checked="" type="checkbox"/>
	Student bus assignment	<input checked="" type="checkbox"/>
<i>Transportation</i>	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	List additional data elements here	
	<ul style="list-style-type: none"> ● <u>Individualized Education Program (IEP)</u> ● _____ ● _____ ● _____ ● _____ ● _____ 	<input checked="" type="checkbox"/>
<i>Other</i>		

The basis under state and federal law (e.g., Family Educational Rights and Privacy Act) upon which OUSD may transmit the OUSD Data to RECIPIENT is as follows (check all that apply):

- OUSD Data includes personally identifiable information from a student record other than directory information. **Note: RECIPIENT is responsible for obtaining**

parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.

- OUSD Data includes personally identifiable information from a student record, **AND at least one of the following:**
-

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or state and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this AGREEMENT by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: August 7, 2023

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2026

19. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: ousdlegal@ousd.org

RECIPIENT

Name/Dept: Koy Saephan - Excel Interpreting LLC

Address: 2081 Arena Bld. Suite 260

City, ST Zip: Sacramento, CA 95834

Phone: (800)915-0638

Email: koy@excelinterpreting.com



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #22-1390E
TRANSLATION AND INTERPRETATION SERVICES
FOR OFFICE OF EQUITY DEPARTMENT

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
May 10, 2023 at 2:00 P.M. PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	March 31, 2023
Pre-Bid Conference:	April 21, 2023 @ 12:00 p.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	April 28, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	May 10, 2023 @ 2:00 p.m. pst
Proposal/Bid Opening:	May 12, 2023 @ 2:00 p.m. pst (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	May 24 - 31, 2023
Final Award of RFP:	June 2, 2023
Contract Start Date:	August, 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend or cancel this RFP at any time. District advises that providers periodically check online at ousd.org/bidopportunities for modifications to bid documents. If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

What is a Pre-Bid Conference? A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions. Optional Meeting

What is a Proposal/Bid Opening? A bid opening is conducted to read off and announce the name(s) of providers that submitted a proposal. Optional Meeting.

Background Information

The Oakland Unified School District (OUSD) is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

Objectives

The OUSD Office of Equity works in collaboration with multiple central office departments, school sites, and community agencies to support our district's vision towards becoming an antiracist community school district. Specifically, the Office of Equity contributes to our District's strategic vision by implementing anti-racist learning, meaningful student and family partnerships linked to student learning and shared decision making, targeted achievement strategies for African American, Arab American, Latino, and Southeast Asian, Pacific Islander students, and language access for limited English proficient family and community members.

OUSD is the eleventh largest school district in California, serving more than 34,700 students who speak 58 or more languages and dialects across 80 district-run schools. 50% of our students speak a language other than English at home, more than 33% are not proficient in the English language, and some of them are deaf or hard of hearing. Language access for Limited English Proficient ("LEP") individuals is mandated by Federal, State, and local laws. For immigrant, newcomer, and deaf individuals, language access is one of the key paths to full and meaningful participation in education.

The OUSD Office of Equity is soliciting and issuing this Request for Proposals ("RFP") to solicit proposals from qualified culturally and linguistically competent vendors to provide translation and interpretation services on an as-needed basis. The District is especially interested in receiving proposals from vendors that can provide translation and interpretation services (both in-person at school sites and virtual) into the following

languages including but not limited to: Arabic, Burmese, Chinese, (Traditional Chinese), Cantonese, Farsi, Khmer, K'iche', Korean, Mandarin, Mayan-Mam, Mien, Pashto, Portuguese, Punjabi, Tigrinya, Tongan, Samoan, Spanish, Tagalog, Tamil, Vietnamese, and American Sign Language. The District's intention is to award various providers that can offer services to the District.

Scope Of Work

Services will be performed on an as-needed basis, this Scope of Work is to be used only as a general guide; it is not intended to be a complete list of all services to be provided. The approved providers(s) will provide the District with language translation and interpretation services through a variety of means and platforms including but not limited to in-person, video or web-based, telephone or via written documents or texts. The District will assign service tasks as needed and will determine the location, duration, time, and platform for delivery of the service at the time the tasks are assigned.

Term of Agreement

The initial term of the agreement shall be for a period of three (3) fiscal years, commencing on July 1st, 2023 - June 30, 2026, with an option to renew for an additional two year agreement, July 1, 2026 - June 30, 2028. This agreement is not to exceed an cumulative total of five (5) years. The District has the right to re-issue a new RFP after the initial three year contract.

Provider Outcomes and Deliverables

The District seeks to meet legal requirements related to interpretation and translation, and meet school site and central office requests for interpretation and translation that exceed the capacity of the district's internal team of interpreters. Specifically, meeting:

1. Compliance deadlines for special education assessments, and Individualized Education Plan (IEP) meetings and documents,
2. Filling translation and interpretation requests for teacher-parent conferences,
3. Filling translation and interpretation requests for School Site Councils, Site English Learner Committees, and district level governance committees,
4. Filling translation and interpretation for site, central office, and district level communication and engagement.

The District has identified the following requirements as necessary for the performance of the tasks associated with provision of the requested services. Proposers are therefore advised to include information regarding these requirements in a clear and

discernable way in their Proposals.

Section A – Translation Services

Translators that will be assigned to work on tasks for the District should:

- A. Have a minimum of five (5) years' experience working with LEAs, County Office of Education, or State Department of Education in Translation Services.
- B. Be proficient with terminologies associated with education, social services, medical care, and other disciplines in connection with the education system.
- C. Be tested and qualified/certified by a nationally recognized language testing organization for language proficiency in both English and the language(s) of service.
- D. Ensure all translated documents go through a translation, proofreading and editing process before finalization.
- E. Ensure they meet the established deadlines for all Special Education documents and respond to urgent requests in a timely manner.
- F. Work closely with the OUSD Office of Equity Dept. to ensure that the service meets all legal requirements from the State and Federal governments.
- G. Provide a detailed report of charges for each document, including but not limited to billable word count of each document (i.e., total word count minus template word count) and due date.
- H. Have a minimum of five (5) years' experience working LEAs, County Office of Education, or State Department of Education in Translation Services.

Section B – Interpretation Services

Interpreters that will be assigned to work on tasks for the District should:

- A. Have a minimum of five (5) years' experience working with LEAs, County Office of Education, or State Department of Education in Interpretation Services.
- B. Demonstrate a thorough understanding of the interpretation and translation ethical principles.
- C. Provide consecutive and simultaneous interpretation between families of OUSD students and District employees at the central office and school site meetings and events, at One-on-One meetings such as IEP meetings and parent-teacher conferences, at counseling sessions, and on school field trips and sporting events.
- D. Facilitate conversations while providing accurate interpretation of presentations, formal speeches, and sensitive information that are highly confidential.
- E. Respond to requests from OUSD and coordinate services in a timely manner.
- F. Work closely with the OUSD Office of Equity Dept. to ensure that the service meets all legal requirements of the State and Federal governments.

- G. Provide a detailed report of charges for each meeting, such as the name of the person providing the service, the date, the location, and each meeting's start time and end time
- H. Bring their own interpretation equipment to scheduled meetings

Why Are Provider Services Needed

Provider services are needed to support school sites' provision of translation and interpretation services for their school community, supplemental and additional to what the OUSD Interpreter-Translator team can provide. Currently, site requests exceed both scheduling capacity (for Spanish, Arabic, and Mayan-Mam interpreters), and core languages available internally.

Proposal Evaluations And Scoring

This request is designed to select the Proposer(s) that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

Best Value Points	
Value Category	Maximum Points
1. Cover Letter - Statement/Letter of Interest	5
2. Ability to Execute & Approach to Scope of Work	35
3. Fee/Service Rate Schedule	30
4. Experience, Qualification and References	30
Total	100

Each best value category shall be scored separately using the scoring guide below

Scoring Guide					
	QUALITY OF RESPONSE	STRENGTHS	WEAKNESSES	CONFIDENCE IN RESPONSE	POINTS
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	VERY HIGH	100%
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	HIGH	75%
ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	ADEQUATE	50%

MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	LOW	25%
INADEQUATE RESPONSE	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	NONE	0%

Proposal Format

Cover Letter: In a maximum of two (2) pages. Explain your interest in this body of work and why you wish to work with Oakland Unified School District students. Include your agency/organization name and core contacts with names, titles, emails and phone numbers.

Ability to Execute & Approach to Scope of Work: In a maximum of ten (10) pages. This section should demonstrate that the proposer understands the desired overall performance expectations.

Describe the services that the proposer intends to provide to the District, translation and/or interpretation services, and as well as provide a list of all core languages that proposer can service in.

Include a complete narrative of the Proposer's assessment of the work to be performed, as well as the ability and approach, and the resources necessary to fulfill the requirements.

Proposer shall include the available platforms and/or describe the process for delivery of service such as telephonic, video, web-based, and/or in-person. Proposer's response times during Standard Hours and Non-standard Hours, if any. In addition to any protocols that the proposer may have.

Fee/Service Rate Schedule: Submit fully executed RFP price form, fully executed in accordance with the instruction to the District. Providers can complete the Proposal Price Form Template located in Exhibit D (Proposal Price Form) or submit own detailed price document. Must include complete fee schedule but not limited to in-person rates, video or web-based, telephone or via written documents or texts. Translation rate per word, page or hour, rush jobs, cancellation fees. The fee/service rate schedule should be as thorough and specific as possible.

Experience, Qualification and References: In a maximum of five (5) pages. Explain your experience related to the scope of work. Describe experience translating/interpreting General and/or Special Education documents including but not limited to Individualized Education Plans ("IEP"), psychological reports, speech language reports. Explain your ability to accommodate and manage multiple projects simultaneously.

Provide a list of References which have been performed in the past five (5) years, located in Exhibit C.

Completed Exhibits: List of Exhibits begin on page 13.

Submission Instructions

Bids must be received prior to **May 10, 2023 at 2:00 PM PST**

Provider to submit:

(1) Hardcopy Proposal & (1) USB - Electronic RFP version
OR via email to procurement@ousd.org

Proposal shall be clearly marked: **“Response to RFP No. 22-139OE”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
TRANSLATION AND INTERPRETATION SERVICES
FOR OFFICE OF EQUITY DEPARTMENT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **May 10, 2023 at 2:00 PM PST**.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst**. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/bidopportunities> and in Exhibit A.

Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

List Of Exhibits

- Exhibit A Acknowledgement of Reading and Understanding OUSD's Agreement
- Exhibit B Standard Form Response
- Exhibit C References
- Exhibit D Proposal Price Form
- Exhibit E Terms and Conditions
- Exhibit F Certification Regarding Debarment, Suspension, Ineligibility And
Voluntary Exclusion
- Exhibit G Insurance
- Exhibit H Workers Compensation Certificate
- Exhibit I Fingerprinting Certification
- Exhibit J Non-Collusion Declaration
- Exhibit K Authorized Vendor Signature - Point of Contact
- Exhibit L Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Contracts

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before work can begin.

Contract Insurance Requirements may be subject to change

To view click here: [SERVICES AGREEMENT](#) & [DATA SHARING AGREEMENT](#)

Signature

Print Name

Title

Date

Exhibit B: Standard Form Response

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

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

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit C: References

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

Duration of Services: _____

Exhibit D: Proposal Price Form

Service Description:

Category/Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither _____ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

Exhibit G: Insurance

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. Additional requirements may be required upon signing contract agreement

Signature

Print Name

Title

Date

Exhibit H: Workers Compensation Certificate

Labor Code § 3700

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

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

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

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

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

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

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

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit I: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of
_____ [*insert name of business entity*] , have read the
foregoing and agree that _____ [*insert name of
business entity*] will comply with the requirements of Education Code §45125.1 as
applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of

Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

Exhibit J: Non-Collusion Declaration

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

Exhibit K: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Email of Point of Contact

Federal Tax ID Number

Exhibit L: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____, _____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2024 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer’s Signee

Date: _____

Title of Proposer’s Signee

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the RFP Selection Committee will review each provider's response to the RFP. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at <https://www.ousd.org/procurement>. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

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COVER LETTER:

To whom it may concern:

Excel Interpreting & Translating is a language company run by experienced, caring professionals with exceptional integrity. Our vision is to ensure equal access to resources so we can build stronger communities for everyone, regardless of English proficiency. Our community involvement and commitment to education interpretation and translation for all our partners stem from deeply personal experiences in witnessing inadequate language services.

We understand that Oakland Unified School District (OUSD) is committed to providing meaningful language assistance to all those requiring services in their preferred language. In partnership with OUSD, our objective is to ensure that current and prospective students and families have a meaningful opportunity to apply for, receive, participate in, or benefit from the menu of services offered within the district. At all times, English-limited or non-English speaking students must receive equal services.

We believe we have a unique combination of depth and educational interpretation experience to deliver high quality services to meet language access needs. We appreciate this opportunity to participate in this meaningful mission to narrow disparity in education, and we look forward to working with Oakland Unified School District.

Please find a complete RFP including a Cover Letter, Table of Contents, Executive Summary, Technical Proposal, Supplementary Documents which include minimum qualifications, organizational capacity and all diagrams and other required documents. The Price Proposal is also provided.

The following are individuals authorized to represent our organization in negotiations:

Koy Saephan, Founder/CEO

Email: koy@excelinterpreting.com

Ph: 916-412-4555

Adelina Past, Sheduling Manager, Interpretation Unit

Email: adelina@excelinterpreting.com

Ph: 916-820-5654

Noumoua Lynaolu, Contracting Manager

Email: Noumoua@excelinterpreting.com

Thank you for your time and consideration.

Sincerely,



Koy Saephan Jay

Founder/CEO

1 (800) 915-0638 ext. 103

 **Excel Interpreting & Translating**

2081 Arena Bld. Suite 260

Sacramento, CA 95834

Visit us at www.excelinterpreting.com

Ability to Execute & Approach Scope of Work

Service Offerings:

- 1) Pre-Scheduled On-Site, VRI or Telephonic Interpretation Services
- 2) Document Translation Services
- 3) On-Demand VRI or Telephonic Interpretation Services

Language List: For all core languages, including ASL, and additional languages not listed.

Delivery Process:

Pre-Booked Interpretation and Translation Service Request Process is flexible and simple, offered in three options:

- 1) Client Scheduling Portal
- 2) Email
- 3) Telephone

Client Scheduling Portal:

- To use our Client Scheduling Portal, you must obtain first your credentials by emailing appts@excelinterpreting.com with the subject line, "credential for client portal."
- In the body of the email, include first and last names of anyone seeking to utilize our scheduling portal. Also include phone contact, the name of your organization/school, the division/unit. Your email will be the login.
- We can create unlimited logins for requesters and managers.
- Requests for credentials are created within one day, if not sooner. For additional support, please call: Adelina Past, at: 916-820-5654
- We can provide written, video, and live assistance and guide you on the Portal.

Clients who utilize our Proprietary Scheduling Portal have access to the following features:

- Schedule or Cancel Request anytime.
- Status update:
 - In progress
 - Scheduled (and name of assigned interpreter)
 - Cancelled
 - Completed
- Clients can also see assigned interpreter, patient name, and language.
- Note special instructions for request.
- No limit to number of requesters within department or unit

Email or Phone Request for Pre-Scheduled Interpretation Services:

Fill in the required interpretation or document translation service request details.
Send an email to: appts@excelinterpreting.com for interpretation.
Send an email to: translations@excelinterpreting.com for written translation projects.

You can also call the Interpretation Scheduling Unit: 1-800-915-0638 ext. 101
For Written Translation Unit, call: 1-800-915-0638 ext. 102

*You will receive your confirmation immediately.

Clients can assume that 94 out of 100 requests will be successfully covered by our team.

To request services, by calling in or by sending an email, please provide the following appointment details:

- Time and Date
- Duration of the appointment
- Location (name of school, exact address, city, and zip code)
- On-site contact (who the interpreter should ask for upon arrival)
- Reference name or case #
- Language / dialect required.
- Simultaneous or Consecutive
- Nature of assignment (IEP, ELAC, DELAC, Psychological, Speech Language Reports, etc.)
- Special instructions
- Interpreter Equipment needs (how many transmitters and receivers)

- The job status request and name of interpreter is immediately filled if the service request is scheduled online.

What to Expect: Interpreter Request Scheduling Process

- A team member receiving a request, through a call or email, will manually enter all appointment details into our scheduling software.

- If it's a call, a follow up email is sent to the requester to confirm all details are correct.
 - *We cannot begin to vet and secure interpreter until email confirmation from requester has been received.*

- The Scheduling Manager reviews the request and assigns it to an experienced coordinator to begin the vetting process.
 - Coordinator reviews job specifics and does a search of active contractors, by certification level and experience; with careful attention to details such as concerns, continuity of services and preferences by both patient and interpreter.
 - General appointment details like nature, time of appointment, duration, location (and sometimes special instructions) is provided to help decide if interpreter is a good match for assignment.

- Once vetting is completed and a best interpreter match has been made,
 - Purchase Order (PO) is sent to the interpreter.
 - PO has details of job, location, time, nature, setting, etc
 - Special notes and instructions are provided.

- Attached to PO is a Verification of Service (VOS) form that must be signed by a provider. We invoice according to VOS.
- Interpreter must confirm by email that he/she/they received the PO.
- Reminder calls, text, email is made to interpreter the day before the job.
 - If the interpreter does not respond, an interpreter with the same certification level and experience will be replaced and the client is notified.
- Interpreter goes to assignment and completes a paper or digital VOS to track time in and out for invoicing purpose.
 - VOS must be filled out in its entirety and signed by the provider.
- The interpreter wears an interpreter badge.
 - Our team is on standby to assist with interpreter or client concerns.

On-Demand Video Remote Interpretation (VRI) and Telephonic Interpretation Services:

- Dial an 800 number once contracted is awarded, in the Client Onboarding Process.
- Inform agent you are calling from Excel, and you are making a third-party call.
- Provide your Client Identification Number (CIN) we will provide you.
- Provide additional information your organization would like to capture for billing.

Accountability & Service Concerns

To ensure excellent service delivery, we take all service incidents and concerns seriously. Once you email or call us with a concern, we will follow up immediately. A thorough investigation is conducted, speaking to clients and interpreters. A full written report is provided within 24-48 business hours. Resolutions may include temporary suspension and/or permanent removal of interpreters from our list. A record is created for all service issues on all interpreters. The record is maintained, per our policy, for ten years.

Please email the following people concerning service issues:

Call Adelina Past: 916-820-5654
 Koy Saephan: 916-412-4555

Email: adelina@excelinterpreting.com
 Email: koy@excelinterpreting.com

Regular Business Hours: 8:00 am to 5:00 pm
 After Hours, Weekend, Holidays: Call 916-820-5654 or email: appts@excelinterpreting.com

Main Office
 2081 Arena Bld. Suite 260
 Sacramento, CA 95834

Satellite Office
 2325 East 12th Ave Suite 201
 Oakland, CA 95601

Resources Necessary to Fulfill the Requirements:

Supply Chain of Interpreters & Translators: Ability to Handle a Spike in Volume and Requests

Establishing a surplus of translators and interpreters ensures our ability to replace someone who cannot meet important project timelines or attend an appointment. We anticipate emergencies from time to time, preventing timely shows for assignments. We have over eighty-six hundred

(8600) interpreters and translators within our network, with over three thousand (3000) within 45 miles of 94601. We have the capability and resources to cover beyond all the languages in the scope of work, including rare languages and last-minute requests for services. Since we are currently supplying interpreters to clients in the Bay Area, such as Kaiser, Anthem, San Mateo, & Alameda County Social Services, among others, we do have a healthy supply of vetted interpreters. *Our contract with San Juan Unified School District is a testament to our ability to handle multiple projects simultaneously.*

Proprietary Interpreter Scheduling Software with Up-to-Date Metrics

Our proprietary Scheduling software is a wonderful investment and a great tool that contributes to our success. The Excel Client Scheduling Portal provides up to date metrics to help inform clients on procurement and language use. In addition, it is a great tool for our scheduling team. Using the mile radius feature of our proprietary scheduling software, coordinators will locate interpreters closest in proximity to the job location, ensuring least travel and timeliness of workers. In addition, the software is thoughtfully designed to capture interpreter/translator rating, complaints, tardiness or missed appointments, compliance on continuing education, and audit items.

How we Qualify Interpreters for Competency:

Excel is acutely aware of the potential interpreter errors that often arise when interpreters are not properly trained or qualified. At Excel, we recognize the importance of competency in achieving successful outcomes in the service we provide. We understand that asking people who have no previous experience and have not received training to perform this interpreting task compromises some fundamental ethical aspects between clients and the community they serve. These include, among other things, liability, loss of confidentiality and trust. These consequences increase costs, and lead to poor outcomes.

Competent professional interpreters meet industry standards in their methods and modes of interpreting, both consecutively and simultaneously. Mastery of setting specific terminology and professionally appropriate mode of interpretation, timeliness, manners, and dress standards is required, as well as vocabulary appropriate to the appointment. Our quality assurance process considers client preferences as well as competency, experience, and comfort level of the linguists we place on a project. Some linguists may have a preference not to take on certain assignments due to past trauma. Some are great for one type of assignment or project but may not be the best choice for another type. We recognize that one size does not fit all, and we vet carefully to ensure the right fit between interpreters and clients. In our vetting process, we consider notes including gender or interpreter preference, including any service complaints.

Definition of Qualified interpreters are those who adhere to generally accepted interpreter ethics, principles, and confidentiality. In addition, they must demonstrate proficiency in speaking and understanding both spoken English and the target language, and must be able to interpret effectively, accurately, completely, and impartially, without omitting, adding, or summarizing what is spoken - from source to target languages (in both directions).

We consider the following areas when qualifying medical interpreters:

- Linguists go through a **rigorous initial interview**, paperwork, and complete recruiting, Excel Interpreting, LLC

compliance training and applicable level of certification and experience before we enter their information in our database of interpreters and translators. Additional vetting is required before an assignment is offered.

- Each request for language services is **carefully reviewed and matched** with an interpreter with the requisite experience, training, and applicable level of certification for the specific assignment.
- Our Scheduling Team is carefully trained to offer assignments only to those interpreters who have met all initial requirements of paperwork, contract specific, job specific SOW and eligibility, employment pre-screening and **compliance requirements**.

When a request comes in, our scheduling manager, Adelina Past, **reviews the request** and assigns it to an **experienced scheduling coordinator** with specific and relevant scheduling experience specific to medical, social services, education, or legal setting.

Using the mile radius feature of our proprietary scheduling software, coordinators will locate interpreters closest in proximity to the job location, ensuring least travel and timeliness of interpreters.

Next, our team **sift through profiles** with access to personnel files, certifications, health clearance, remarks, complaints, if any, praises, and rating system. carefully, to vet and match interpreter's specific experience to job request. To ensure successful outcomes, **great consideration** is also made for **continuity of services**, gender preferences, and type of appointment. Additional considerations include:

- Consideration for **mode of interpretation** (simultaneous or consecutive)
- **Specific skills** required for meeting types (individual, group, mental health, etc.)
- Experience and **familiarity with technology** platforms for remote service
- **Five years** of continuous experience
- Reliability, timeliness, professionalism
- Level of certification, education, training, how many similar jobs completed.
- **Strong references**

Translation Process:

At Excel Interpreting, LLC we realize that a translation is much more than replacing words in one language with the equivalent in another. It is about the intended message and the tone that the author of the source materials is trying to get across. It is about being accurate not only with the data and statistics, but also with the many nuances that make language unique and understandable to those who speak it.

Accuracy and quality are vital to a successful translation. Our approach to any project is to design and produce a product that is a full and faithful representation to those who speak it. The success of our company is built on the ideal of teamwork and utilizing definitive quality control measures. We believe that quality people are the key to quality work, and by following steps of systematic checking and rechecking, we will deliver the best product possible.

Excel Interpreting employs a freelance team of translators whose job it is to review the work of translators. Our quality control team has backgrounds in language structure and composition, as well as presentation and document formatting expertise. They carefully review the translations to ensure that there is no missing or repetitive text, that style and formatting have been maintained, and that there is consistency and integrity in the finished project.

At Excel, we believe the organization is built on the people who comprise it. To be considered for appointments, translators must have earned at least a bachelor's degree in linguistics from an accredited college or university and/or a minimum of five years of full-time professional translation experience with a least three recognized translation agencies.

However, proven language proficiency in the translation process is only a starting point. Translators must also possess a comprehensive working knowledge of, and day-to-day familiarity with, the client's specialized subject matter. And depending on the focus of the project, translators may also be required to have earned an additional degree in education, social work, psychology, medicine, or other appropriate technical field.

Subjective personal qualities may be more difficult to measure but are also taken into consideration. At least three professional references are required, and the candidate's suitability is further assessed based on past work quality, technical knowledge, timeliness, translation speed, presentation, and personal traits. A candidate's potential to work well in close cooperation with others is also carefully evaluated.

Once the minimum requirements are satisfied, a candidate is then required to submit several sample translations of a scope and nature like the anticipated task. Their on-the-spot performance is weighed carefully with credentials, background and recommendations before a final decision is reached to utilize a translator's services.

Translation Tools & Scope of Work (SOW)

- Ensure that text shall fit around all graphics, photographs and/or artwork.
- Format translated documents to mirror original documents/files.
- Ensure that all translated documents are free of grammatical, spelling, punctuation, formatting, and layout errors before the documents are submitted to BCDC Project Manager or BCDC designated Contact for final approval. The Contractor shall be responsible for making all necessary corrections and formatting/layout adjustments. Prepare Glossary of Terms and Acronyms to ensure consistency.

File Formats:

PDFs

Microsoft (Word & Excel)

Notepad

InDesign

JPEG, PGN, and other image files

Original Editable source files

Our Process is Tailored for Quality Delivery



Requests 12 in progress 63 scheduled 3 cancelled This Week Last refreshed at 1:21 PM + New Request

#3201-101217 View Requests

Info

Requested on 10/09/17 at 5:05 PM by Christina Knight

Status

Status Interpreter
 ● In Progress The Excel team is searching for an available interpreter.

Request Details

Authorization No. FS4343984 Language Mandarin
 Service Date 10/12/17 Start Time 4:30 PM Service Description Evaluation
 Service Location Empath Health Clinic of CA - 92 Story Road, Sacramento, CA 96826

Patient Information

Patient First Name Christopher Patient Last Name Thompson
 Patient Phone No. 435-354-2111 Patient Date of Birth 12/15/17 Patient Gender Male

Status	Job#	Service Date	Service Time	Lang.	Interpreter
In Progress	3245	10/12/17	2:00 PM	ASL	
In Progress	3244	10/06/17	8:30 AM	Spanish	
In Progress	3201	10/12/17	4:30 PM	Mandarin	
Scheduled	3245	10/12/17	2:00 PM	ASL	Christina S.
Scheduled	3244	10/06/17	8:30 AM	Spanish	Anthony J.
Scheduled	3245	10/12/17	2:00 PM	ASL	Natalie X.
Cancelled	3244	10/06/17	8:30 AM	Spanish	Christina S.
Cancelled	3245	10/12/17	2:00 PM	ASL	Anthony J.
In Progress	3244	10/06/17	8:30 AM	Spanish	
Scheduled	3245	10/12/17	2:00 PM	ASL	Christina S.
Scheduled	3244	10/06/17	8:30 AM	Spanish	Anthony J.
Scheduled	3245	10/12/17	2:00 PM	ASL	Natalie X.
Scheduled	3244	10/06/17	8:30 AM	Spanish	Christina S.
Scheduled	3245	10/12/17	2:00 PM	ASL	Anthony J.
In Progress	3244	10/06/17	8:30 AM	Spanish	
Scheduled	3245	10/12/17	2:00 PM	ASL	Christina S.
Scheduled	3244	10/06/17	8:30 AM	Spanish	Anthony J.
Scheduled	3245	10/12/17	2:00 PM	ASL	Natalie X.
Scheduled	3244	10/06/17	8:30 AM	Spanish	Anthony J.

1 - 18 of 1,241 requests <First Previous Page 1 of 1,324 Next Last >

For a full version on how to use our portal watch the video or get our detailed printable instructions here:

[Click here for video tutorial](#)



[Click here for printable instructions](#)



Fee/Service Rate Schedule: Reference attached Exhibit D (own detailed price document)

Experience, Qualifications and References:

Things that set us apart:

- Some of our clients: Elk Grove Unified School District, Los Angeles Unified School District, Sacramento City Unified, Stockton Unified, Alameda County Social Services Agency, Elevance (formerly Anthem Blue Cross), Kaiser, and San Mateo County.
- Experience supplying interpreters in the educational setting since 2013
- 7,000 vetted in-person interpreters and translators throughout California *covering 225 languages*.
- 94 out of 100 *of all requests* made within a 48-hour time are successfully covered. As a single source vendor, we help requesters use their time efficiently.
- Thorough but flexible in our process, documentation, and reporting.
- Accountability and satisfaction for all jobs covered.
 - Any complaints are thoroughly investigated; with a full report and resolution within 24-48 hours.
- Our employees, contractors and volunteers are **audited** by our medical clients, at least once a year, on our Compliance Program, Policies and supporting evidentiary documentation on our process:
 1. Proficiency Skills Assessment / Certification
 2. HIPAA & Fraud, Waste and Abuse (FWA) Certificates
 3. OIG, SAM & MEDICARE federal and state exclusion searches
 4. Full-time Healthcare Compliance Officer to ensure compliance.
 5. Background and health clearance
 6. Cultural Competency training Certificate
- **Community Presence:**
 - Lao Family Community Development, Inc. <http://www.lfcd.org/board-of-directors/>
 - (Bay and Sacramento communities)
 - Scholarships to graduating seniors entering college, who maintain their native language.
 - We support senior programs in Sacramento.
 - Open to exploring additional offerings to address community engagement piece.
 - Lu-Mien Community Services (Sacramento)
- To ensure successful outcomes for all assignments, our Scheduling Manager, Adelina Past, is our client's first point of contact. She has been with us for 12 years, she is familiar with our accounts, and she has experience as an interpreter (and a teacher).
- We can offer a **Client Login Portal** for ease, efficiency and full transparency when making requests, reducing the back and forth and allowing you to see notes, before and after jobs.

- We have a thorough documentation process, and we **provide metrics and score cards on language requests, complaints, and spending**. This means you can reference important information to help you make internal business decisions on language services.
- We can support your primary language vendor to address gaps in language needs, or we can save time and costs - by acting as a single source language vendor.
- Founder/CEO has eighteen years of experience as a professional interpreter.
- Conferences we attend: California Healthcare Interpreters Association (CHIA), California Pan-Ethnic Health Network
- Certifications: WBENC, MBE, WRMSDC, CMAS, WPO, & SB

Mission and Vision: Excel Interpreting & Translating is a language company run by experienced, caring professionals with exceptional integrity. Driven by deeply personal experiences witnessing inadequate interpretation, Excel was founded on the belief that bridging the language gap is critical to ensuring equal access to resources, and to building stronger, better served communities for everyone, regardless of English proficiency.

Our mission is to facilitate effective communication between clients and the Limited English Proficient (LEP) community members they work with, by providing competent, culturally sensitive, and linguistically qualified interpreters and translators, with languages from around the corner, and around the world.

Guiding Philosophy & Fulfillment Rate Pledge:

We approach each client’s interpreting or translating project with dedication, commitment, and the highest standards of services while continually drawing from experience, knowledge, and comprehensive understanding of the interpreting and translating practices. In addition, we are guided and informed by our own refugee and immigrant experiences in the services process we provide. As a team comprised mostly of refugees and immigrants, we have at one point, or another received the services of an interpreter. We understand how difficult it can be to navigate in a new environment; especially when language is a barrier. We know the quality and effectiveness of our services is critical to achieving successful outcomes of all our stake holders, and for the Limited English Proficient (LEP) individuals and communities we serve.

To ensure equal access to resources is provided, we are committed to ensuring that every appointment request for language services is covered. We are committed to ensuring that ninety-four (94) out of one hundred of all jobs requests made are successfully filled.

Confidentiality Pledge:

We are dedicated to keeping all interpreting and translating project details strictly confidential, private, and secure. In Anthem Blue Cross of California’s annual audit of our work, we are required to demonstrate security and confidentiality via documented processes and supporting evidence. Our book of policies describes our process, and they are updated and maintained yearly. Our Information and Security Program also includes assessing safeguards, risks, vulnerabilities, and reporting (of potential breach) to confidentiality, integrity, and availability of information systems.

Background:

Founded by a Laotian Refugee, Professional Interpreter and Community Advocate

Excel Interpreting & Translating (Excel) was founded in 2010 by Koy Saephan, a Laotian refugee, who came to the U.S. at the age of ten. She studied English Literature and earned her B.A. from the University of California, Los Angeles. After college, Ms. Saephan worked as a **teacher** and then as a **professional court interpreter**, while pursuing a law degree. As a lifelong interpreter, however, Ms. Saephan observed that access to information and resources greatly shape the journey of individuals and families in refugee and immigrant communities learning a new language and navigating life in a new country. Deeply personal interpreting experiences of inadequate interpretation informed her intimate understanding of the struggles of the larger community of limited English speakers - experiences that defined Ms. Saephan's calling, and her career in translation.

Ms. Saephan's **professional interpreting career** began in 2000, when she took and passed the California Judicial Council Court Interpreter exam. Ms. Saephan provided services as a freelance contract interpreter while attending law school. The goal of court interpreting was merely to provide a lens into varying areas of law. Subsequently, she was hired as an employee, a full-time court interpreter, where she worked for the next ten years - until she opened her language firm. Before and after her work with the California courts, Ms. Saephan covered a wide range of interpreting and translating assignments in education, social services, legal and medical interpretation, and translation assignments, including psychiatric evaluations and hearings.

Educational Setting: Excel first started working with schools when we were approached by San Juan Unified School District in 2013. Although they already had four vendors, these vendors were not able to cover many rare and last-minute requests. As a result, they initially reached out to us and gave us a small number of assignments each week, until we earned their trust. Over time they realized we were able to cover all requests, including last-minute and rare languages. There were times when we received after-hours requests for jobs early the next morning. Consistently, we covered everything that primary vendors were not able to cover. Eventually they realized we could cover all requests, and we became San Juan's only outside vendor for language services. Making us the only vendor saved them time and money because working with a single vendor meant they did not have to spend time asking for, and tracking, which agencies could fill for which languages. In addition, they avoided costly mistakes such as double booking and double paying. Working with one company is not always possible. However, when it is, it also means higher accountability. Since then, we have worked diligently to maintain this working relationship; taking special care to make sure that the services we provide are of the highest quality, meeting the highest fill rates of any vendor. Close communication is maintained between our scheduling unit at Excel and the offices of the clients we serve, to ensure we have accurate and up to date information about each job.

Since we began working with San Juan USD, we have also provided language services for Stockton USD, Sacramento City USD, and Twin Rivers USD, as well as other educational organizations (CDE, CCCE, and more). The interpreters and translators who perform services on our behalf are professionals with experience that fall within the scope of work outlined in this RFP, capable of handling their assignments with competency and confidentiality. School meetings, events, and one-on-one appointments with teachers, parents, and students are just some of the assignments that we have experience in handling.

Excel has been serving schools in Northern California, for both in-person interpreting and document translation, since 2013. Since COVID-19, Excel also provides interpretation services via remote numerous video platforms, for both consecutive and simultaneous modes of interpretation.

Founder Ms. Saephan was a former teacher and an interpreter familiar with the various kinds of meetings that require language assistance in the educational setting. Our Scheduling Manager of ten years, Adelina Past, was also a former schoolteacher and an interpreter. Over the years, both have

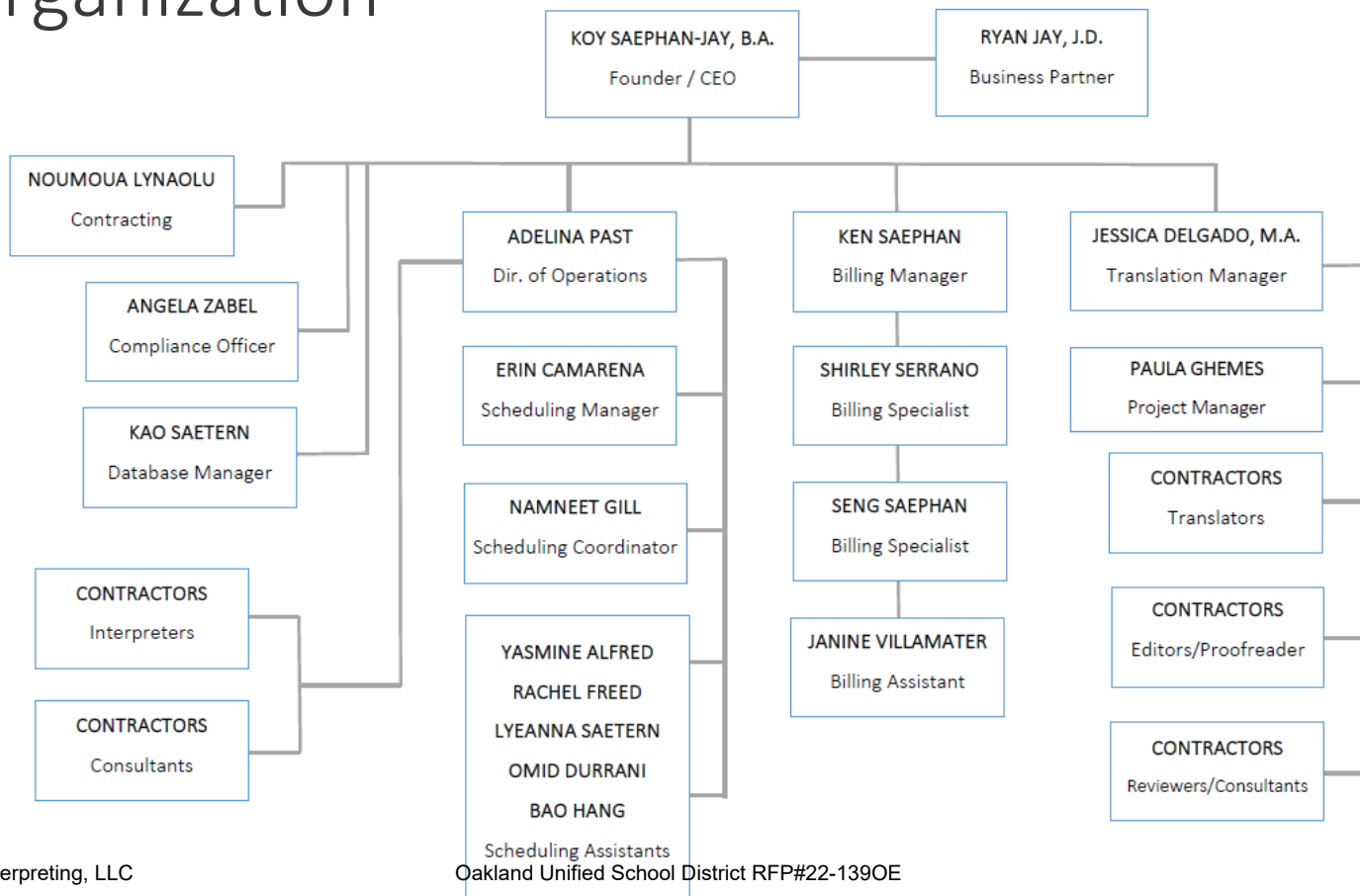
Excel Interpreting, LLC
Oakland Unified School District RFP#22-139OE

successfully supervised and implemented many contracts. We believe our team has the background and experience to be successful in our quest to partner with Oakland Unified for language access.

Recognition, licenses, certifications, and/or memberships in relevant industry organizations are as follows:

- Achievements Against All Odds for 2020 Outstanding Women Leader (OWL) Award
- Enterprising Women Award, 2020
- Certificate of Recognition for Outstanding Support and Commitment to Lu Mien Community
- Paul Harris Award by Visalia Pro Youth
- Paul and Daisy Soros Fellowship Award
- Court Interpreter License by Judicial Council of California #700172
- Board Member of Lao Family Community Development, Inc (LFCD) since 2008
- American Translators Association (ATA)
- California Healthcare Interpreter Association (CHIA)
- Association of Language Companies (ALC)
- Women Business Entrepreneur National Council (WBENC)
- Western Regional Minority Supplier Diversity Council (WRMSDC)
- National Association of Women Business Owners
- Certified Small Business - DGS
- Disadvantaged Business Enterprise
- San Juan Unified School District Most Valuable Partner of the Year Award 2022

Our Organization





If you have questions or if you want to report something, please contact us.

Excel Service Access

Scheduling (Interpreting)

appts@excelinterpreting.com, 1 (800) 915-0638 ext. 101

Translations (Document)

translation@excelinterpreting.com, 1 (800) 915-0638 ext. 102

Accounting (Invoicing)

billing@excelinterpreting.com, 1 (800) 915-0638 ext. 105

Escalation, after hours, weekends and holidays

Koy Saephan, Founder/CEO

koy@excelinterpreting.com, (916) 412-4555

Adelina Past, Senior Scheduling Coordinator

appts@excelinterpreting.com, (916) 820-5654

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Contracts

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before work can begin.

Contract Insurance Requirements may be subject to change

To view click here: [SERVICES AGREEMENT](#) & [DATA SHARING AGREEMENT](#)


Signature

Noumoua Lynaolu
Print Name

Client Relations & Business Development Manager
Title

05/10/203
Date

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

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

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

REFERENCES

REFERENCE 1

Name of Firm: Twin Rivers Unified School District (TRUSD)	
Address: 5115 Dudley Blvd., McClellan Park, CA 95652	
Contact Person: Irina Manzyuk	Phone number: (916) 566-1600 x 33420
Email Address: irina.manzyuk@twinriversusd.org	
Brief Description of Service Provided: Provide interpreters and translators for as-needed in-person for both consecutive and simultaneous interpretation and document translation needs.	

REFERENCE 2

Name of Firm: San Mateo County Health	
Address: 2000 Alameda De Las Pulgas, Suite 200, San Mateo, CA 94403	
Contact Person: Angela Sajuthi	Phone number: (650) 727-0417
Email Address: asajuthi@smcgov.org	
Brief Description of Service Provided: Provide interpreters In-person and Video Remote Interpreting services throughout San Mateo County area in all languages for medical and behavior health needs.	

REFERENCE 3

Name of Firm: San Juan Unified School District (SJUSD)	
Address: 3738 Walnut Avenue, Carmichael, CA 95608	
Contact Person: Haroon Obaidi	Phone number: (916) 979- 8624
Email Address: haroon.obaidi@sanjuan.edu	
Brief Description of Service Provided: Primary and sole vendor, supplying In-Person, Document Translations, and Video Remote Interpretation services for San Juan USD.	

REFERENCE 4

Name of Firm: Tracy Unified School District (TUSD)	
Address: 1875 West Lowell Ave., Tracy, CA 95376	
Contact Person: Pia De Rosa	Phone number: (209) 830-3280 x 1602
Email Address: pderosa@tusd.net	
Brief Description of Service Provided: Supply In-person, document translations, and Video Remote Interpreting services for Tracy USD.	

REFERENCE 5

Name of Firm: Elk Grove Unified School District (EGUSD)	
Address: 9510 Elk Grove Florin Road, Elk Grove, CA 95624	
Contact Person: Xai Vue	Phone number: (916) 793-2953 x 67093
Email Address: xvue@egusd.net	
Brief Description of Service Provided: Supply In-person, document translations, and Video Remote Interpreting services for Elk Grove USD.	

EXHIBIT D: PRICE PROPOSAL - Service Offerings / Fee Structure / Oakland Unified School

No Minimums / All Languages	Regular Rate
On-Demand Video Remote Interpretation (VRI)	\$2.08 per minute
On-Demand Over-the-Phone (OPI)	\$1.39 per minute

Over the Telephone and VRI On-Demand Interpretation Services:

- We cover all languages.
- Please call _____ (will provide 800 # once contract in place)
- Agent will ask for CIN#: _____
- The agent will ask for the full name of the caller (or any additional questions client would like agent to capture calls for invoicing).
- Then agent will ask caller/client what language you need
 - Excel will provide a language reference page, with assigned numbers to enter, for each language.

Equipment: Transmitters \$100.00 each / Receivers \$10.00 each

*Fees are per day of use

*Shipping and handling fee: \$200 each way, includes insurance

For Interpretation Requests: Call 1-800-915-0638 ext. 101

Email: appts@excelinterpreting.com

Adelina Past, Scheduling Manager: 916-820-5654

Pre-Scheduled On-Site, Video Remote, or Telephone / (2 hours minimum)	Regular Rate
Spanish – Consecutive	\$78.00
Spanish - Simultaneous	\$98.00
All other languages – Consecutive	\$95.00
All other languages – Simultaneous	\$110.00
American Sign Language (ASL)	\$125.00

*Add \$10.00 per hour for last minute (fewer than 24 business hour request)

*After hours, holidays, weekends – add \$15.00 per hour

*Parking, toll, mileage, travel time – with client approval and with receipt

*Travel time invoiced at \$45.00 per hour

- For group and public meetings, we require two interpreters if the assignment is longer than (1) hour.
- Allocate enough time, otherwise scheduling conflict may prevent interpreter from staying beyond scheduled time.
- Time extending beyond the two-hour minimum will be invoiced in (1/2) hour increments for consecutive, and 1-hour increments for simultaneous.
- For Pre-Scheduled VRI Requests, Excel will provide a virtual link to the client - once the interpreter has been confirmed.
- Mode of Interpretation: Where no specific request is made for simultaneous interpreter, client may receive interpreter for either consecutive or simultaneous mode of interpretation.
- Scheduling via Online Portal will guide requester to fill out fields and surface immediate service details, including how many jobs clients requested in each day, or month, who made the request, when it was made, who the interpreter is, how many requests were covered, how many were not, and many more helpful metrics. Let us know if you are interested in learning about how to Schedule Online.
*Give us a day to set you up with details.

Late Cancellation Policy

Cancellations made with fewer than 24 business hours will be invoiced for the full amount of the scheduled appointment (minimum or number of hours reserved). Please send a cancellation email **and** a call (for last minute cancellations).

*No calls or emails are necessary for cancellations **made via our online scheduling portal.**

Document Translation	Per Word	Rush Fee
Spanish	.14	.16
All Languages (Other than Spanish - OTS)	.20	.22

Fees include original translator, edit and review fees.

If a project requires desktop publishing or formatting, additional fees will apply.

Project minimum: \$75.00

Attach documents and send translation requests to: Translations@excelinterpreting.com

Once your project details are established, and you have agreed to the quote, the agreement is binding. If you need to cancel, do so immediately by sending an email, and calling our Translation Unit: 1 (800) 915-0638 ext. 102.

After Hour Emergencies: 916-412-4555

Koy Saephan



Founder/CEO

Excel Interpreting, LLC

May 9, 2023

Exhibit E: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. **Equal Opportunity** – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. **Errors and Omissions** – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. **Bidder Agreement** – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work

described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and

defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

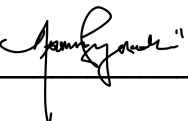
18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  _____

Date: 05/10/2023 _____

Exhibit F: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither Excel Interpreting, LLC nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 10th day of May 2023 for the purposes of submission of this bid.

By 

(Signature)

Noumoua Lynaolu

Typed or Printed Name

Client Relations & Business Development Manager

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 10th day of May 2023 for the purposes of award of this contract.

By 

(Signature)

Noumoua Lynaolu

Typed or Printed Name

Client Relations & Business Development Manager


Title

Exhibit G: Insurance

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. Additional requirements may be required upon signing contract agreement



Signature

Noumoua Lynaolu

Print Name

Client Relations & Business Development Manager

Title

0510/2023 _____ Date

Exhibit H: Workers Compensation Certificate

Labor Code § 3700

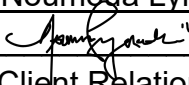

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

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

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

Contractor Name: Excel Interpreting, LLC
By Noumoua Lynaolu
Signature of Authorized Signer 
Title of Signor Client Relations & Business Development Manager
By Koy Saephan
Signature of Authorized Signor 
Title of Signor Founder/CEO

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

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit I: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)


5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Noumoua Lynaolu of Excel Interpreting, LLC, have read the foregoing and agree that Excel Interpreting, LLC will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 05/10/2023

Name: Noumoua Lynaolu

Signature: 

Title: Customer Relations & Business Development Manager

Exhibit J: Non-Collusion Declaration

I, Noumoua Lynaolu, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

05/10/2023

Date

Excel Interpreting. LLC

Name of Vendor

Noumoua Lynaolu

Printed Name of Authorized Company Representative

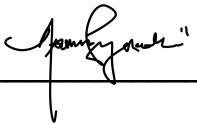


Signature of Authorized Company Representative

Exhibit K: Authorized Vendor Signature - Point of Contact

Proposal Submitted by: Noumoua Lynaolu

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

05/10/2023 /  / Client Relations & Bus Development Mgr Noumoua Lynaolu
Date Signature/Title Type or Print Name

Excel Interpreting, LLC, 2081 Arena Blvd., Ste. 260, Sacramento, CA 95834
Name of Company Address City and State

(800) 915-0638 X 101 (800) 930-2393
Area Code Telephone # Fax #

noumoua@excelinterpreting.com
Email of Point of Contact

27-2244933
Federal Tax ID Number

Exhibit L: Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _RFP#22-139EO_, Excel Interpreting, LLC requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2024 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Koy Saephan (name of bidder's officer), Founder/CEO (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Noumoua Lynaolu **Date:** 05/10/2023

Name of Proposer’s Signee

Client Relations & Business Development Manager

Title of Proposer’s Signee

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Excel Interpreting, LLC

Date of Entity’s Contract with District: 05/10/2023

Scope of Entity’s Contract with District: Supply as-needed interpretation & translation services for language access needs.

I, Koy Saephan, am the Founder/CEO for Excel Interpreting, LLC, which entered a contract on August 01, 2023, with the District for Oakland Unified School District (OUSD).

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 10, 2023

Signature: Koy Saephan

Typed Name: KoySaephan

Title: Founder/CEO

Entity: Excel Interpreting, LLC

SUPPLEMENTAL PAGES



VIA ELECTRONIC EMAIL
koy@excelinterpreting.com

November 13, 2020

Excel Interpreting;

Attention: Koy Saephan

Dear Delegate:

Thank you for your cooperation and assistance with the recent **Annual Audit**. This assessment is an important part of the process that we use to ensure our delegated entities attain levels of service consistent with our policies, procedures, and applicable regulatory and legal requirements.

The market(s) and line(s) of business audited was/were as follows:

LOB	Market	Function
Medicaid	CA	Disaster Recovery
Medicaid	CA	Translation
Medicaid	CA	Global Assessment

Below you will find the results of your audit.

Delegated Function/Activity	Audit Date	Score	Compliance Status
Disaster Recovery	11/12/2020	100.00	Compliant
Translation	11/12/2020	100.00	Compliant
Global Assessment	11/12/2020	100.00	Compliant

We conduct an annual evaluation of all delegates. Your next scheduled annual audit will be approximately 12 months from the date of the current audit. Notification will be sent 60 days prior to your scheduled annual audit.

We appreciate your commitment to providing care to our members. If you have any questions, please feel free to contact me at (901) 483-1188 or erica.spencer@amerigroup.com.

Respectfully,

Erica Spencer, RN, MSN, CCM

Oversight Compliance Consultant Sr.

Attachments: 1

CC:	<u>Manager</u>	<u>Additional Contacts</u>
	Leigh Ann Cole	April Walkenhorst



Global Compliance Documents

	Documents	Date Sent to HP
Global Assessment (GL) Audit Tool	Please reference the imbedded audit tool for additional information.	
Policies/Procedures	<ol style="list-style-type: none"> 1. HIPAA Privacy Policies and Procedures 2. HIPAA Security Policies and Procedures 3. Fraud, Waste and Abuse Policies Procedures and Training Documents 4. Record Retention Policies and Procedures 5. Exclusion Verification and Background Check 6. Sub-delegation policies 	
Evidence Documentation	<ol style="list-style-type: none"> 1. Documentation identifying Privacy Official (name, organization structure, roles and responsibilities) 2. Documentation of completed HIPAA trainings 3. HITRUST Certification Report 4. HIPAA Risk Assessment 5. Documentation of completed FWA and Code of Conduct Training 6. Documentation of completed Cultural Competency Trainings 7. Vendor Diversity 8. Exclusion Verifications and Background Checks 9. Signed Confidentiality Agreements 10. Signed Copy of BAA for Pre-Delegation Audits only 11. Offshore Attestation Document 12. Sub-delegation Attestation Document 13. Sub-delegation Oversight Materials 	
Rosters	Active Employee roster to include date of hire	

[Proprietary and Confidential]



Translation Compliance Documents

	Documents	Additional Information
Administrative Oversight Translation (TRLN) Audit Tool	Please reference the imbedded audit tool for additional information.	
Policies/Procedures	<ol style="list-style-type: none"> 1. Governance & Structure Procedure 2. Translation Policies and Procedures 3. Escalation Policies and Procedures 4. Staff, Training and Resources Policies and Procedures 5. Over the Phone - Service Level Agreement 6. Translation Services – Service Level Agreement 7. In Person Translations Services – Service Level Agreement Quality Controls Policies and Procedures	
Evidence Documentation	<ol style="list-style-type: none"> 1. Documentation of Senior Management Oversight of Program 2. Documentation of Oversight of Program 3. Documentation that Customer Service Employees are Evaluated 4. Documentation of Escalation Process 5. Staff Training Documents 6. Name and Contact Information 7. Sample of System Reports sent to Anthem 8. Monthly Report Detailing Call Data 9. Documentation Detailing Speed of Answering Calls 10. Documentation Indicating Interpreter Arrival Time, Professionally Dressed and Correct Language is Spoken 11. Templates Used to Document Quality Controls 12. Committee or Executive Review of Quality Controls (within past 6 months) Approval of Policies and Procedures (e.g., effective date, approval authority, etc.) 	
Rosters	<ol style="list-style-type: none"> 1. Roster of Interpreters 	



Disaster Recovery Compliance Documents

	Documents	Date Sent to HP
Disaster Recovery (DR) Audit Tool	Please reference the imbedded audit tool for additional information.	
Policies/Procedures	<ol style="list-style-type: none">1. System Back Up Policies2. Offsite Storage Policies3. Disaster Recovery Plan4. Business Continuity Plan5. Emergency Management Plan	
Evidence Documentation	<ol style="list-style-type: none">1. Systems are backed up daily2. Backups are in secure offsite facility, if applicable3. Alternate work site facility in event primary location is non-operational, if applicable4. Business Continuity/ Disaster Recovery plan annual testing completed within the past 12 months.	

Our Growing List of 265 Languages

A	Chinese		Jamaican Creole			Toisanese
Albanian	Chol	G	Japanese	Mandarin	Q	Tongan
Amharic	Cree	Georgian		Mam	Q'anjobal	Traditional Chinese
Arabic	Creole	German	K	Marshallese		Turkish
Armenian	Croatian	Greek	Kanjobal/	Maya K'iche	R	Turkmeni
ASL (tactile)	Czech	Gujarati	Q'anjobal	Mayan	Romanian	Twi
Assyrian			Kannada	Mexican Sign Language	Russian	
	D	H	Karen	Mien		U
B	Danish	Haitian Creole	Kazakh	Mixteco	S	Ukrainian
Bahasa Malaysia	Dari	Haji	K'iche	Moldavian	Samoan	Urdu
Bangla	Deccan	Hebrew	Kirundi/ Kinyarwanda	Mongolian	Serbian	Uzbek
Belarusian	Dutch	Hindi	Korean		Shanghainese	
Bengali		Hindustani	Krio	N	Sichuan	V
Berber/ Tamazight	E	Hmong	Kurdish	Nepali	Sicilian	Vietnamese
Bhojpuri	Egyptian / Arabic	Hungarian		Norwegian	Simplified Chinese	Visayan
Bosnian	Ethiopian		L		Sinhala/	
Bulgarian		I	Lahu	O	Singhalese	W
Burmese	F	Ibo	Lao		Slovak	Wolof
Bhutanese	Farsi	Igbo	Lebanese	P		
	Farsi Afghan	Ilocano		Pakistani	T	X
C	Fijian Baat	Ilonggo	M	Pashto	Tagalog	
Cambodian/	Fijian Hindustani	Indonesian/	Macedonian	Persian	Tai	Y
Khmer	Filipino/	Bahasa Indonesia	Maithili	Polish	Taiwanese	
Cantonese	Tagalog	Irani Farsi	Malay	Portuguese	Tamil	Z
Castilian	Finnish	Italian	Malayalam	Punjabi	Telugu	Zapotec
Catalan	Fukienese		Malaysian	Pushto	Tibetan	
Cebuano	French	J	Maltese		Tigrinya	



Koy Saephan, B.A.

Founder/CEO

koy@excelinterpreting.com

1 (800) 915-0638 ext. 103

Founder/CEO, Excel Interpreting, LLC (2012 - Present)

Staff Interpreter in the Mien language for Sacramento County (2004 - 2011)

- Appearing as a Judicial Council Registered Court Interpreter in all matters and all stages of criminal proceedings in various courts throughout California, including the Juvenile, Family, Criminal, and Traffic Courts as well as in-patient and out-patient medical, psychiatric ward, jail visits, psychological evaluations, Riese and Keyhea Hearings and investigative interviews for the Public Defender's Office and the District Attorney's Office.

California Judicial Council, Registered Mien Court Interpreter #700172 (1999 - 2012)

- Appearing as a Mien interpreter for all stages of criminal, immigration and civil trials, breach of contract, tort actions, depositions, in-person negotiations and settlement conferences for civil matters; medical appointments; phone interpreting; audio translations; and translation of legal brochures, voice-overs, and transcriptions.

Tulare County District Attorney's Office, Education Outreach Project Coordinator (1998-1999)

- Created educational outreach projects targeted specifically to the Southeast Asian communities in Tulare County, including the translation of brochures (into four languages - Mien, Hmong, Lao, and Lahu) to assist victims of domestic violence, elder abuse, statutory rape, and unpaid child support. Translation of a parenting handbook, English into Mien, 120 pages in length. A liaison between law enforcement and the Southeast Asian Community in Tulare County.

Teaching Experience

- Visalia Unified School District, Highland Elementary School, Kindergarten Teacher (July 1997 – May 1998)
- Tulare County Court Ordered Community School, Substitute Teacher (Jan. 1997 – June 1997)

Jurisdictional Appearances - Sworn in as an Interpreter in the following Courts

- Superior Courts for the counties of Sacramento, Shasta, Merced, Fresno,
- Contra Costa, Alameda, Lake, Butte, Stanislaus, King, Solano, and other counties throughout California.
- Federal Courts throughout California and Alaska
- U.S. Immigration Courts
- Courts in the State of Oregon
- Courts in the State of Washington

Education

- 2017 – 2018, John F Kennedy Business Growth Accelerated Program (BGAP)
- 2004 – 2007, Lincoln Law School, Sacramento, California / 2.5 years
- 1993 -1996, University of California Los Angeles, B.A., English Literature
- 1989 – 1993, Long Beach City College, AA Degree, Liberal Art

Volunteer Work as an Interpreter

- Life Point Church, Rio Linda, Ca 2020 (board)
- Lao Family Community Development, Inc. (board since 2009)
- Sacramento Area Congregations Together (ACT)
- United Iu-Mien Community
- Iu-Mien Student Association (IMSA)
- Southeast Asian Council (Visalia, CA)

Affiliations / Conferences

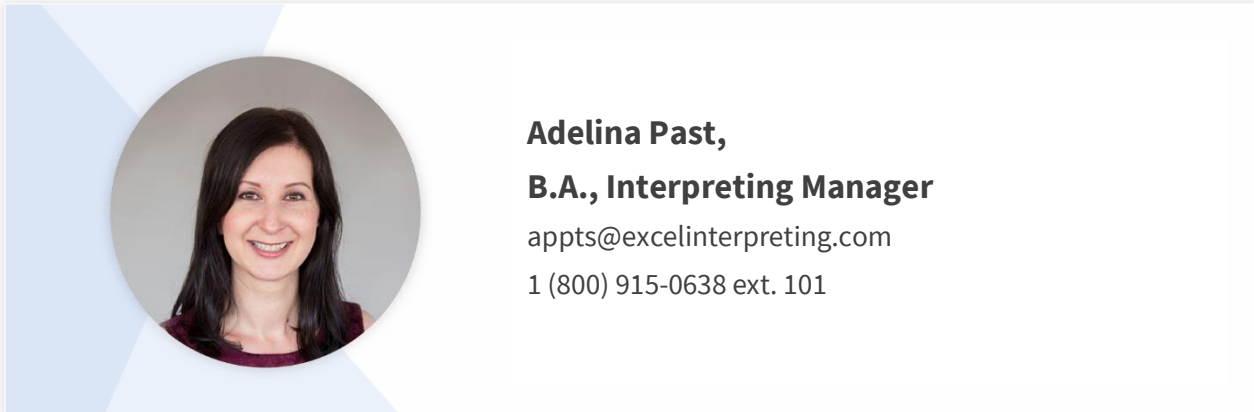
- California Court Interpreters Program (CIP)
- California Court Interpreters Association (CCIA)
- California Federation of Interpreters (CFI)
- California Healthcare Interpreters Association (CHIA)
- California Pan Ethnic Healthcare Network (CPEHN)
- America Translators Association (ATA)
- National Association of Judiciary of Interpreters and Translators (NAJIT)
- Association of Language Companies (ALC)
- Women Presidents Organization (WPO)
- Western Regional Minority Supplier Diversity Council (WRMSDC)
- Department of General Services, Certified Small Business

References:

Ginger Durham
Manager, Interpreter
Sacramento Superior Court
Work phone: 916-874-8203
DurhamG@saccourt.ca.gov

Yolanda YRiley-Portal
Manager, Interpreter
Federal District Court, Eastern District
Work phone: 916-930-4221
YRiley-Portal@caed.uscourts.gov

Meet Adelina, our Interpreting Manager



Summary of Experience

Interpreting Manager, Excel Interpreting & Translating (since April 2011)

- First point of contact for all clients requesting interpreter services
- Oversees and delegates all requests to scheduling team to ensure quality and consistency of services for clients and patients
- Meticulously trains new schedulers to understand request requirements and specifications needed for each client
- Responsible for working with the Onboarding & Compliance Officer, Angela Zabel, to understand audits and ensure compliance requirements are fully met prior to scheduling vendors for healthcare assignments
- Provides metrics on language gaps for recruiting
- Investigates client complaints concerning services and works with management to decide resolution
- Enters into contract with new clients and vendors for interpreting services

Freelance Legal & Healthcare Interpreter (June 2009 - April 2011)

- Interpreting at medical examinations, procedures, counseling, psychological evaluations, mental health interpreting, consultations, family conferences, surgeries, etc.
- Depositions and attorney/client meetings.

Caretaker, Yellowtail Home Care, Antelope, California (January 2005 - April 2011)

- Responsible for the care of elderly in a live in facility.
- Understanding the various stages of aging, dementia, Parkinson's, other health conditions such as diabetes, depression, schizophrenia and motor impediments
- Filing medical records, order and log in medications
- Scheduling and transportation to medical appointments
- Assistance in activities of daily living
- Assistance with personal hygiene, and medication prescribed for self-administration
- Daily housekeeping activities- linen and laundry services
- Diabetic care, Incontinent care, Medical care
- Cooked three meals daily
- Planned recreational, religious, social and leisure activities

Elementary School Teacher, Merisani School, Arges, Romania (September 1997 - August 2004)

- Responsible for teaching students at the elementary school level.
- Taught 1st thru 4th grades
- Tutored before and after school program
- Prepared classroom activities and lessons with other teachers
- Daily translations of the English language in multiple classes
- Parent and teacher conferences
- Administered tests for all grade levels

Education

- Adelina obtained her Bachelor of Arts degree from the University of Journalism Lucian Blaga in Sibiu, Romania in 2003. She subsequently worked as an elementary school teacher in her native Romania.
- She has also completed the training course through the California Healthcare Interpreting Association (CHIA in Sacramento on October 2, 2010. The training emphasizes strong knowledge of ethics and protocols concerning medical interpreting in California.

Meet Jessica, our Translation Manager



Summary of Skills

- Over 30 years of professional experience in document management, quality control, translation, proofreading, and editing of documents in various settings such as Government, CA State Agencies, International Public Health, International Development, Youth and Adult Financial Literacy, Public Education, Non-Profit, Microfinance, Social Investment
- Professional linguistic training in English, Spanish, and French, and working knowledge of Portuguese. B.A. in Translation and M.A. in Terminology Management
- Proven ability to work in direct coordination with multi-tiered expert teams including revisers, writers, subject experts, translators, designers, lead management, as necessary
- Proven ability to use document processing software (word processors, spreadsheets, file and database management, graphic design programs) across document translation life cycles
- Proficiency in the consistent and rigorous application of quality control procedures; strong linguistic competences to conduct multilingual QA assessments, comparative linguistic analyses, back-translation and reconciliation processes for accuracy, consistency and validation

Excel Interpreting & Translating

- Proven ability to establish, oversee and manage vendor relations and workflows, develop performance assessment metrics and quality assurance in line with institutional procedures, standards and best practices
- Proven ability to prepare pre-translations of recurrent documents for review and completion, verify accuracy and completeness of content, standardize and/or extract relevant terminology, query inconsistencies, and carry out the final quality control of the finished product
- Vast experience designing and executing proofreading and quality control workflows aimed at ensuring linguistic quality as per industry-wide and/or internally established best practices, analyzing and improving efficiency and effectiveness of business processes
- Strong ability to proactively coordinate fast-paced, culturally-sensitive communication processes, working independently or as a team player, work under pressure in strict compliance with internal deadlines and within budget
- Strong analytical ability, attention to detail, and excellent communication skills, verbally and in writing and proven experience reporting to top management on translation and project status updates and coordinating professional communications across multi-tiered expert groups and key stakeholders
- Experience utilizing and maintaining translation tools (CAT Tools, translation memories, term bases, glossaries, style guide, internally-developed guidance and standards, etc.)

Education

- Master in Terminology, Online Program by Institut Universitari de Linguistics Aplicada (IULA), Universitat Pompeu Fabre (UPF), Spain, 2017
- BA in Translation, School of Modern Languages, Universidad Ricardo Palma, Peru, 1989

Professional Experience

In-House

- Excel Interpreting and Translating, March 15, 2018 to present
- State of California, Franchise Tax Board, Multilingual Communications Analyst, 2016-2017
- Freedom from Hunger, Translation Manager, 2004-2015
- Pictsweet Frozen Foods, In-House HR Bilingual Liaison/Translator, 2001-2002
- Financial Web Inc, Translation Coordinator, 1999-2000 (Out of business)
- KPMG Peru, Auditing, Banking & Assurance, Translator, 1993-1999
- Peruvian Department of Energy (International Bids), Translator, 1993
- Cesel Ingenieros (International Bids), Peru, Translator, 1992
- URP, School of Foreign Languages, Peru, Undergraduate Translation Associate, 1991-1992
- Peruvian Air Force, Translator, 1988-1990

Translation & Foreign Language Consulting

- Grameen Foundation
- The Johns Hopkins University / Jhpiego International Development Initiatives(MCHIP)
- World Language Services
- Freedom from Hunger
- MTM LinguaSoft
- Hesperian Health Guides
- TrueLift
- Impact Consortium / Institute of Development Studies at the University of Sussex – UK
- Pasu Translations
- International Potato Center / USAID (Peru)
- Universidad Agraria / Fundacion para el Desarrollo Agrario / USAID (Peru)

