



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 03824

FOR

TRANSLATION SERVICES – WRITTEN WORD

STATEWIDE

CATEGORIES:

CATEGORY 1 – FORMS

CATEGORY 2 – PUBLICATIONS

CATEGORY 3 – AUTO GENERATED TEXT

CATEGORY 4 – GENERAL INFORMATION DOCUMENTS

CATEGORY 5 – CLIENT SPECIFIC OR LOCALLY GENERATED DOCUMENTS

CATEGORY 7 – SYSTEM GENERATED CLIENT LETTERS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AVANTPAGE, INC.

Dated August 1, 2025

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This Washington Statewide Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Avantpage Inc., a Foreign Profit Corporation (“Contractor”) and is dated and effective as of August 1, 2025.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Contract for Translation Services – Written Word designed to enable eligible purchasers to procure written word translation services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03824 dated August 1, 2025 for Translation Services – Written Word.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced Contract Category(ies).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Contract is thirty-six (36) months, commencing August 1, 2025 and ending August 1, 2028. *Provided*, however, that if Contractor is not in default and if, by August 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months as two twelve (12) month extensions. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>
Annual Contract Sales Report	Contractor must provide the annual sales reports to Enterprise Services within thirty (30) calendar days of the anniversary date of the Contract. If Contractor is delinquent in providing the Annual Report reports for two (2) or more years within the thirty-six (36) months of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
 - (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included

in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

- 3.3. **ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of one year of the effective date each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

BLS Index: PPI CEU6054000003

$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index})$.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
- 3.5. **CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates

presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.7. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain,

or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.10. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.16. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.17. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are

incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later (“Goods Warranty Period”), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain

any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of

negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order

number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

- 8.3. DELIVERY OF GOODS & COMPLETION OF SERVICES. Failure to deliver Goods or complete Services by the date(s) stated in the Contract is a breach of this Contract. Contractor shall deliver the Goods to the delivery point set out in the Purchase Order (“Delivery Point”) and complete the Services on or before the date(s) set out in the Purchase Order. Contractor shall notify Purchaser within seventy-two (72) hours prior to the estimated delivery so that Purchaser may coordinate necessary resources to receive Goods. Contractor promptly shall notify Purchaser in writing of any anticipated or actual delay in delivery of Goods or completion of Services, the reasons for the delay, and the actions being taken by Contractor to overcome or minimize the delay.
- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser’s Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged Goods and/or Services or, at Purchaser’s option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.
- 8.5. CONFIDENTIAL INFORMATION; DATA SECURITY; NETWORK ACCESS
- (a) CONFIDENTIAL INFORMATION. For purposes of this Contract, “Confidential Information” includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in [RCW 42.56.590](#), as well as any information identified, in writing, by Purchaser as confidential or protected.
- (b) PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor’s use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. Purchaser reserves the right to monitor, audit, and/or investigate Contractor’s use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.
- (c) CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by Purchaser; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission

from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.

- (d) **CONTRACTOR OBLIGATION – DATA SECURITY.** If the Contract involves Purchaser’s Data and/or access to Purchaser’s IT network, Contractor, at its expense, will comply with the data security requirements set forth in WaTech policies.
- (e) **CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Purchase Order, Contractor, at Purchaser’s direction, timely will: (i) Certify to Purchaser that all Confidential Information has been destroyed; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other actions Purchaser requires of Contractor to protect such Confidential Information.
- (g) **NETWORK ACCESS.** During its performance of this Contract, Contractor may be granted access to Purchaser’s computer and telecommunication networks (“Networks”). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Purchaser to access and use the Networks; (c) only access Network locations made available to Contractor by Purchaser; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with Purchaser’s IT policies.

8.6. DATA SECURITY REQUIREMENTS.

- (a) **SECURITY COMPLIANCE.** Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington Technology Solutions Standards (WaTech). See Policy SEC-08-02-S Encryption Standard; SEC-03 Information Security And Privacy Awareness Training Policy; SEC-04-01-S Data Backup and Recovery Standard.
- (b) **ANNUAL SECURITY CERTIFICATIONS.** Contractor will, at the commencement of this Contract and annually thereafter provide Enterprise Services the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor’s Services are in compliance with WaTech Security Policy 141.10 – *Securing Information Technology Assets Standards*. Enterprise Services may accept, at its sole discretion, alternative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein.
- (c) **DATA BREACH.** Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards

and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party ("Data Breach"), Contractor shall notify Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

- 1) The nature of the Data Breach;
- 2) The Data accessed, used or disclosed;
- 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
- 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and [RCW 42.56.590](#). Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Enterprise Services review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by Enterprise Services in responding to or recovering from the Data Breach.

- (d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Enterprise Services or its designated representative shall have reasonable access to Services purchased by Enterprise Services under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow Enterprise Services, its authorized agents, or a mutually acceptable third party hired by Enterprise Services, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

- 1) Operating system/network vulnerability scans;
- 2) Web application vulnerability scans;
- 3) Database application vulnerability scans; and
- 4) Any other scans to be performed by Enterprise Services or representatives on behalf of Enterprise Services.

Contractor shall allow Enterprise Services reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and Enterprise Services' Data, at no cost to Enterprise Services. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data

loss resulting from interruptions in the Services stemming from Enterprise Services' computers, network hardware, internet connectivity, or other elements owned or controlled by Enterprise Services that are reasonably required to use Services. The audit results shall be shared with Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Enterprise Services with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

8.7. CUSTOMER SERVICE. Contractor must provide:

- (a) Customer/purchaser support via telephone and email from 5 AM to 5 PM Pacific Time,
- (b) Response Time Commitments:
 - i. respond to customer/purchaser routine requests within 8 business-hours.
 - ii. respond to quote requests:
 - within 2-business hours for Three-Day and One-Day Orders;
 - within 4-business hours for Six-Day orders; and
 - within 4-business hours for Ten-Day Orders and Greater than Ten Day Orders.
 - Business hours are defined as the hours between 8 AM and 5 PM Pacific Time.
- (c) Have an escalation process for any customer service issue that is not resolved within five (5) business days. Business days are defined as Monday through Friday from 8:00 AM to 5:00 PM, excluding any Washington state observed holidays.
- (d) An ongoing customer feedback process demonstrating Contractor's approach to proactively seek, collect, and resolve any negative customer feedback.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. 03824;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Applicable Goods and/or Services;
- (e) Invoice amount, itemized by language;
- (f) Language(s) the document was translated into;
- (g) Rate or cost per word;
- (h) English word count for the document that was translated;
- (i) Payment terms, including any available prompt payment discounts;
- (j) Title of the document;
- (k) Document number (if applicable);
- (l) Project Number;

- (m) Project priority (Ten-Day, Six-Day, Three-Day, One-Day, or Negotiated Turnaround Time);
- (n) Project Category;
- (o) Client Identifier (Category 5);
- (p) Date the translation project was received by the Contractor;
- (q) Date completed translation work was delivered to the Purchaser;
- (r) Translator Name and Reviewer Name;
- (s) Purchaser Information – order number, Purchaser agency name, contact information
- (t) Other notes as requested by Purchaser

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Natalie Lavinsky
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8139
Email: DESLanguageAccess@des.wa.gov

Contractor

Attn: Eduardo Diaz
Avantpage, Inc.
523 G Street
Davis, CA 95616
Tel: (530) 750-2040
Email: Eduardo@avantpage.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Nicole Spyt-James
Avantpage, Inc.
523 G Street
Davis, CA 95616
Email: Nicole@avantpage.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. **CONTRACT SALES REPORTING.** Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor

number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely

payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- The price charged for each service request;
- The total number of service requests by category awarded;
- The total number of translations completed by category awarded;
- The language(s) of each translation service request;
- The total number of service requests for Primary and Secondary languages;
- The total number of service request for all other languages;
- The total number of service requests rejected due to insufficient translators;
- The number of service requests rejected due to insufficient translators for Primary and Secondary languages;
- The total number of deliverables returned for corrections;
- The number of deliverables delivered late that did not require corrections;
- The number of deliverables delivered late that required corrections;
- The turnaround time requested for each service request;
- The actual time to deliver each service request;

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.2. AUDIT.** Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services.

Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly

provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor fails to timely report quarterly contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due;
- (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
- (e) Contractor breaches any representation or warranty provided herein.

16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure

properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. NONDISCRIMINATION.
- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an

amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's

obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.


- 19.12. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.13. **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.14. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.20. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions

contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.


EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 

Tim Foitzik
Its: Procurement Supervisor

AVANTPAGE INC.,
a Foreign Profit Corporation

By: 

Vera Hooijdonk
Its: Vice President of Revenue

INCLUDED GOODS/SERVICES**1. Overview of the Scope.** The services here are Translation Services – Written Word.

- Category 1 – Forms
- Category 2 – Publications
- Category 3 – Auto Generated Text
- Category 4 – General Information Documents
- Category 5 – Client Specific or Locally Generated Documents
- Category 7 – System Generated Client Letters

Contractors shall follow the General Specifications outlined below across all categories unless noted otherwise within this Contract, or by the Purchaser in writing. Contractor shall ensure accurate and professional translations of the requested works. Contractor shall seek clarification as necessary.

2. Contractor's Tasks and Responsibilities – General Specifications for all Categories.

- 2.1. **RESPONSE TIME.** Contractor shall accept or reject the translation project and send notice to Purchaser via e-mail, fax, voicemail, or an alternate method identified by Purchaser, within 8-business hours of receiving a request for a Ten-Day Order or a Greater Than Ten Day Order; within 4-business hours of receiving a request for a Six-Day Order; and within 2-business hours for a request for a Three-Day Order or One-Day Order. Any translation project rejected by the Contractor shall be accompanied with an explanation of why the Contractor is not able to perform the project. Contractor must track rejections, and include this data in the Annual Contract Sales Report, which will be used to determine contract compliance and future awards and projects.

- **QUOTES:** Project quotes and estimates are offered to Purchasers free of charge.

- 2.2. **TURN-AROUND TIME.** Expectations for translations projects.

- **BUSINESS DAYS AND TIME ZONE.** Turnaround times are based on Pacific Time. Business days shall be calculated as Monday through Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays. Business hours are the hours from 8:00 AM to 5:00 PM Pacific Time.
- **TEN-DAY ORDER.** Contractor shall complete and return translation projects within ten (10) business days or earlier, from the date of request for Ten-Day Orders. Contractor is granted one (1) business day grace period after ten (10) business days to correct any linguistic or formatting errors. In the event translation work requires more than one (1) business day for corrections, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Ten-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, etc.
- **SIX-DAY ORDER.** Contractor shall complete and return translation projects within six (6) business days or earlier, from the date of request for Six-Day Orders. Contractor is granted one (1) business day grace period after six (6) business days to correct any linguistic or

formatting errors. In the event translation work requires more than one (1) business day for corrections, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Six-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, etc.

- **THREE-DAY ORDER.** Contractor shall complete and return translation projects within three (3) business days or earlier, from the date of request for Three-Day Orders. In the event the translation work requires corrections, and the correction work results in a delay beyond three (3) business days from the date of request, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Three-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, further expediting the request, etc.
- **ONE-DAY ORDER.** Contractor shall complete and return translation projects within one (1) business day or earlier, from the date of request for One-Day Orders. In the event the translation work requires corrections, and the correction work results in a delay beyond one (1) business day from the date of request, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. One-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, further expediting the request, etc.
- **GREATER THAN TEN DAY ORDER.** For translation requests that do not need to be returned within ten business days or fewer, Purchaser and Contractor may negotiate a turnaround time in excess of ten business days. Contractor shall complete and return translation projects within the time negotiated, or earlier, from the date of request. Contractor is granted two (2) business days grace period after the negotiated turnaround time to correct any linguistic or formatting errors. In the event translation work requires more than two (2) business days, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms.
- **RECEIPT TIME.** All requests received by Contractor after 3:00 PM Pacific Time shall be considered “received” the next business day.
- **SUBMISSION TIME.** The turnaround time for a request for translation services begins on the date and time the request is “received” by the Contractor and ends on the date and time the request is delivered to the Purchaser, including any time needed for corrections. Delivery and mail times are included in the turnaround time.

2.3. PURELY HUMAN TRANSLATION. For Purely Human Translation requests Contractor shall perform the translation service without the use of machine translation. Contractor shall ensure both the initial translation and the review of the translated document are performed by qualified human translators. Purely Human Translation requests do not prohibit the use of Translation Memory

Systems in the translation process unless the Purchaser requests no Translation Memory Systems be used.

- 2.4. **MACHINE AND HUMAN TRANSLATION.** For Machine and Human Translation requests Contractor shall perform the initial translation using some form of machine translation. Subsequently, Contractor shall ensure the review of the translated document is performed by a qualified translator.
- 2.5. **LIMITATIONS ON GENERATIVE AI TRAINING DATA.** Generative AI (“Gen AI”) is a technology that can create content, including text, images, audio, or video, when prompted by a user. Gen AI systems learn patterns and relationships from large amounts of data, which enables systems to generate new content that may be similar, but not identical, to the underlying training data. Contractor shall only incorporate any public Purchaser data into Gen AI training data and shall not use category 3 or category 4 Purchaser data to train, tune, maintain, improve, or develop Gen AI, except with the express written authorization from the Purchaser specifying the non-public data that may be used along with the acceptable scope of such usage.
- 2.6. **DESKTOP PUBLISHING.** Contractor shall offer desktop publishing services for work on translation service requests that is not related to the translation of text, such as publishing, imaging, etc.
- 2.7. **PROOF READING.** Contractor shall provide proof reading services where Contractor reviews existing translated work for accuracy and ensures the translation is formatted correctly. The Purchaser may request proof reading of documents previously translated by Contractor, as well as documents not previously translated by Contractor.
- 2.8. **REKEYING.** Contractor shall provide rekeying services. Rekeying is the process of entering text provided by the Purchaser into any language into a new or existing document.
- 2.9. **INSTRUCTIONS WITH TRANSLATION REQUEST.** In addition to the requirements listed herein, the Contractor shall comply with instructions provided by Purchaser that accompany the translation request.
- 2.10. **FOREIGN LANGUAGE FONT.** Contractor shall have available a variety of foreign language fonts for all languages to be translated. Use of the Unicode foreign fonts is required. Foreign language fonts shall not be mixed within one document unless requested.
- 2.11. **WRITTEN LANGUAGE CODES.** Use the approved language code, as identified by the Purchaser during order placement.
- 2.12. **LARGE PRINT.** Upon Purchaser request, Contractor shall translate the document into the language, or languages, requested and shall provide the translated document in Large Print as specified by the Purchaser. Unless specified otherwise, Large Print shall consist of body text of at least 18 points, subheadings of at least 20 points, and headings of at least 22 points. Only sans-serif fonts should be used for Large Print, no serif fonts (e.g., Times New Roman), no handwriting fonts, and no novelty fonts. Additionally, to meet visual accessibility standards, the contrast of the type to the background should meet the stricter standards applied to small text. Translated documents that fail to provide Large Print when requested will be returned to Contractor for correction. Any delay resulting from the correction that causes the order to exceed the designated turnaround time will be deemed late and the Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section.
- 2.13. **PREVIOUSLY TRANSLATED DOCUMENT UPDATES.** Contractor shall maintain files of all projects they complete under this Contract. Upon Purchaser request, the Contractor shall provide a document Contractor previously translated for Purchaser to Purchaser at no additional charge. If Contractor is unable to produce previously translated documents to Purchaser, Contractor is responsible for reproducing the translations at no additional costs. Purchaser may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated documents. All revisions shall be proofread. Late Submission terms and conditions will apply. Requests for updates to previously translated documents will be submitted as new

translation projects, with the title of “revision,” to the Contractor who performed the original translation. Contractor shall accept all subsequent requests for updates to translations originally performed by Contractor. Contractor shall charge only for new and/or changed translations or rekeyed text and shall not charge for re-translation of already translated text.

2.14. **PURCHASER GLOSSARY USE.** Where Purchaser provides a glossary of terms, with the desired corresponding translated word(s), Contractor shall use the Purchaser’s glossary for all words listed in the glossary that require translation in the request document.

2.15. **DO TRANSLATE.** Do translate the items listed below, unless otherwise requested by Purchaser. Purchaser may request additional “Do Translate” sections within the document.

- **FORM TITLES.** Form titles shall be translated as well as kept in English, with the English title placed directly under the translated title. Most titles appear at the top of the form and are to be translated in 12-point bold font unless otherwise noted (with the exclusion of lower left titles).
- **SECTION HEADINGS.** “For Office Use Only” should be translated as well as kept in English.

2.16. **DO NOT TRANSLATE.** Do not translate the items listed below, unless otherwise requested by Purchaser. Purchaser may request additional “Do Not Translate” sections within the document.

- **LOGO TEXT.** Text that is part of a logo.
- **AGENCY, DIVISION, OFFICE.** The name of the agency, division, or office appearing at the top of a form, unless specified otherwise.
- **UPPER RIGHT-HAND CORNER.** Boxes in the upper right-hand corner for information including CSO name, telephone number, case name or number, and date, which are used by the field staff, unless specified otherwise.
- **CERTAIN ELEMENTS REMAIN IN ENGLISH.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, etc.
- **CERTAIN AREAS.** Areas that are designated “For Office Use Only”.

2.17. **QUALITY CONTROL REQUIREMENTS.** Contractor is required to review the work produced for the Purchaser prior to final submission. All translations must be 100% accurate and comply with all requests from Purchaser concerning use of Purchaser glossaries and other requirements specified at the time of a request. Contractor shall at minimum:

- Compare translations to the original to ensure that the document is linguistically accurate and consistent with formatting and technical specifications of the original document.
- Ensure that the reviewer/proofreader of the completed translation has similar qualifications as the translator who performed the original translation when machine translation is not used.
- When machine translation is used, Contractor must use a qualified human translator, as specified in this Contract, to review/proofread the machine-translated document to ensure accuracy.
- Revise/change the translation based on what is determined to be the most accurate translation.
- Contractor shall keep records of the original translation and reviewer notes. Contractor shall provide notes to Purchaser upon request.
- Correct projects with errors discovered by the Purchaser:
 - Contractor shall return revised final hard copies, electronic files, and reviewer’s version with translator’s markings to the Purchaser.

- If an error is discovered, the Contractor will make corrections with no additional charge.
 - Contractor shall make all corrections within the agreed upon turnaround time for the order.
 - Purchaser may request corrections to documents at any time. If any corrections are discovered after acceptance of the documents and after the initial turnaround time has elapsed, Purchaser may request corrections at no additional cost and any such corrections shall be completed within one week or earlier. If a correction is requested after payment for the original order has been tendered, there will be no retroactive decrease in payment. However, if Purchaser makes consistent requests for corrections, Contractor shall be put on a corrective action plan. Escalating procedures may be put into place thereafter should Contractor fail the corrective action plan.
- 2.18. **ADDITIONAL GUIDES AND PROCEDURES.** Contractor shall follow the guidelines outlined in the [Translation Proofreading and Corrections Guidelines for All Categories](#).
- 2.19. **DELIVERY INFORMATION.** Contractors shall submit the following project delivery information with completed projects:
- The date the project is returned to the Purchaser
 - The name of the translator who translated the document, if machine translation is not used
 - The name of the reviewer who reviewed the translated document for accuracy
 - Any other comments/information related to the project
- 2.20. **QUESTIONS.** It is the responsibility of the Contractor to contact the Purchaser with any questions or clarifications related to the project such as the source document, formatting requirements, special instructions, etc.
- 2.21. **TOLL-FREE FAX.** Contractor shall maintain a toll-free fax machine to receive orders and translation documents, and to return translated documents to the Purchaser.
- 2.22. **ORIENTATION.** Contractor shall provide orientation to new employees or subcontractors before they work on translation projects under the Contract. At a minimum, orientation should include the [Language Interpreter and Translator Code of Professional Conduct](#) and an overview of the Contract requirements. Certifications are to be issued to employees and subcontractors indicating completion of the orientation and records are to be maintained of employees and/or subcontractors who have received the orientation. The Contractor shall make available such records upon Purchaser request.
- 2.23. **STAFFING AND EQUIPMENT.** Contractor shall maintain sufficient staffing and equipment to provide the services outlined in this Contract. Contractor is expected to keep translation work and files in translation memory databases as transferable files.
- 2.24. **TRACKING SYSTEMS.** Purchaser may require Contractor to utilize an automated (online or web-based) tracking systems; Contractor shall comply with Purchaser and system requirements to the extent applicable and within scope of this Contract. In addition, Contractor shall keep an internal tracking method to track jobs, Purchaser may request this information.
- 2.25. **TECHNOLOGICAL ABILITIES.** Translation of any new or revised document shall be made using the electronic files supplied by the Purchaser, unless requested otherwise in writing by the Purchaser. Contractor shall have the technological capability to produce and store electronic files and hard copies of documents. Contractor shall be able to save documents in a PC compatible format and shall have the ability to create and manipulate .pdf files. Purchaser may request other commonly

used formats, including plain text (.txt), rich text format (.rtf), OpenDocument Text (.odt), Microsoft Excel files, Microsoft Publisher files, zipped files (.zip), etc. for their translation projects. The primary formats used by Purchaser are MS Word and PDF.

- 2.26. **TRANSLATION MEMORY SYSTEMS.** Contractor shall employ Translation Memory Systems/software/database as much as possible, including but not limited to, for large blocks of text, to identify exact match of previously translated terms, and for sentences and blocks of text to create and maximize efficiency, consistency, and accuracy as a part of a review process. Should such blocks of text require corrections, the corrected text shall be saved and used for future use. Contractor shall ensure that Translation Memory Systems are utilized to the optimal extent to increase efficiencies and reduce costs to Purchaser, unless Purchaser requests otherwise.
- 2.27. **MEETINGS.** Contractor shall meet with Purchaser and/or Enterprise Services upon request, to review compliance with the terms of the Contract and to discuss service performance issues. Any performance issues that cannot be resolved by the Purchaser and the Contractor will be forwarded to Enterprise Services for corrective action.
- 2.28. **COMPLETION AND COMPENSATION.** Compensation is based on performance; performance includes the completion of the translation work, as well as, delivery time of the translation work. Contractor compensation is based on price per English word translation, or where applicable, the project minimum price (or per page minimum for Category 5), whichever is greater per request, plus any additional charges for desktop publishing, proof reading, rekeying, and/or keying-in and formatting previously transcribed client letters (Category 7). The Contractor and Purchaser shall establish the scope of work prior to initiating the order. The Contractor may not charge any costs or fees to the Purchaser other than those listed in *Exhibit B* and the Contractor may not exceed the rates listed in *Exhibit B*. The Contractor receives full compensation when completed projects are returned by the established deadlines based on the agreed upon turnaround time for the order place. Projects are considered complete when: all requested language documents have been submitted to the Purchaser and all requested language documents are technically accurate, meaning linguistically accurate, translated consistent with any applicable Purchaser glossary, or glossaries, created using the correct fonts, formatted correctly, and are machine readable/able to be opened and printed. If upon receipt of the requested translations, the Purchaser determines that any of the documents are “technically inaccurate,” the delivery date and time stamp will be changed to the date and time when technically accurate documents are delivered. Per word rates are listed in *Exhibit B*. The Microsoft Word word count function will be used to confirm the number of English words. Contractor is required to return completed translation regardless of compensation table. Contractor will receive compensation for completed projects returned late (after the required timeframes) according to the following compensation table:

Project Return: Business Days Late	Compensation % of Contract Rate: Greater Than Ten Day Order	Compensation % of Contract Rate: Ten-Day Order	Compensation % of Contract Rate: Six-Day Order	Compensation % of Contract Rate: Three-Day Order	Compensation % of Contract Rate: One-Day Order
1	95%	95%	90%	75%	50%
2	85%	85%	80%	50%	25%
3	75%	75%	70%	25%	10%
4	65%	65%	55%	10%	No Compensation
5	55%	55%	35%	No Compensation	
6	45%	45%	25%		
7	35%	35%	10%		
8	25%	25%	No Compensation		
9	15%	10%			
10	10%	No Compensation			
11	5%				
12	No Compensation				
13					
14					
15					

2.29. **TRACKING REPORT.** Contractor shall submit a report to Purchaser per category, titled “Category ‘X’ Tracking Report” with each invoice. Additionally, Contractor shall submit a tracking report on a quarterly basis to Purchaser. Reports shall be in Microsoft Excel format and shall reference the report period and the translation Contractor’s name at the top of the first page of the report. Purchaser shall identify reporting specifics, such as templates, cadence, persons, etc.

2.30. **CONTRACTOR SHALL MAINTAIN AN EMERGENCY RECOVERY PLAN.** Contractor shall maintain a valid emergency recovery plan.

2.31. **COMPLIANCE.** Contractor shall ensure compliance with language access mandates of Title VI of the Civil Rights Act of 1964, the American with Disabilities Act, and other state and local laws.

3. Contractor’s Qualifications

3.1. Contractor has a minimum of five (5) years of industry experience with translation services as described in this Contract.

3.2. Contractor shall provide translation services for the Principal Languages in the anticipated volume per category for the category, or categories, awarded.

3.3. Contractor must have the experience and resources necessary to handle the estimated volume of translations for the category, or categories, awarded.

- Category 1 – Forms: over 1000 Forms per year.
- Category 2 – Publications: at least 500 Publications per year.
- Category 3 – Auto Generated Text: over 200 supported language text block translation requests per year.
- Category 4 – General Information Documents: over 200 general information document requests per year; however, each document will typically need to be translated into multiple languages.

- Category 5 – Client Specific or Locally Generated Documents: over 84,000 requests per year.
- Category 6 – Translations for Emergency and Urgent Situations: estimated volume cannot be calculated for this category due to the nature of the circumstances under which this category would be utilized.
- Category 7 – System Generated Client Letters: Over 642,000 requests per year.
- Category 8 – Legal Translation Services: estimated volume cannot be calculated for this category, the need for these translation services is inconsistent and fluctuates primarily based on the needs of the courts and judicial branch agencies.

3.4. Translator Certifications and Qualifications:

- Categories 1 through 7:
 - I. Prior to any translator performing services for this Contract, the Contractor shall verify and/or perform an assessment to determine if the translator is approved and qualified. A qualified translator is a translator who has passed a qualification examination offered by a testing program or translation agency. Upon Purchaser request, Contractor shall provide proof of the translator's qualifications, including but not limited to, the means of verification the Contractor is using to assess translator qualifications. Should Contractor be unable to meet this requirement, Contractor will be placed into a corrective action plan. Contractor shall comply with Purchasers' certification requirements, which includes, but is not limited to the following entities:
 - i. [AMERICAN TRANSLATION ASSOCIATION \(ATA\)](#). The ATA is a professional association of translators and interpreters in the U.S. with over 11,000 members in more than 90 countries. ATA's primary goals include fostering and supporting the professional development of translators and interpreters and promoting the translation and interpreting professions.
 - ii. [LANGUAGE TESTING AND CERTIFICATION PROGRAM \(LTC\)](#). LTC is a Washington State Department of Social Health Services ("DSHS") program that provides bilingual testing and certification services. Contractor's translators performing work on this contract shall meet this requirement for DSHS and other state agencies as requested.

If the ATA or LTC does not provide testing services for the language requested by the Purchaser, at a minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process that includes training and a two-person quality assurance check system in place. The translator must be certified by an accredited academic institution of higher education certificate or possess other verification of successful completion of an examination or test of written language fluency in both English and the other tested language(s), as well as have a minimum of two (2) years of experience in document translation.

- Category 8:
 - I. Prior to any translator performing services for this contract, the Contractor shall verify and/or perform an assessment to determine if the translator is approved and qualified. A qualified translator is a translator who has passed a qualification examination offered by a testing program or translation agency. Upon Purchaser request, Contractor shall provide proof of the translator's qualifications, including but not limited to, the means of verification the Contractor is using to assess

translator qualifications, any certifications the translator has, the translator's resume, and a sample of translator's work product. Should Contractor be unable to meet this requirement, Contractor will be placed into a corrective action plan. Contractor shall comply with Purchasers' certification requirements, which includes, but is not limited to the following entities:

- i. [AMERICAN TRANSLATION ASSOCIATION \(ATA\)](#). The ATA is a professional association of translators and interpreters in the U.S. with over 11,000 members in more than 90 countries. ATA's primary goals include fostering and supporting the professional development of translators and interpreters and promoting the translation and interpreting professions.
- ii. [LANGUAGE TESTING AND CERTIFICATION PROGRAM \(LTC\)](#). LTC is a Washington State Department of Social Health Services ("DSHS") program that provides bilingual testing and certification services. Contractor's translators performing work on this contract shall meet this requirement for DSHS and other state agencies as requested.

If the ATA or LTC does not provide testing services for the language requested by the Purchaser, at minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process that includes training and a two-person quality assurance check system in place. The translator must be certified by an accredited academic institution of higher education certificate or possess other verification of successful completion of an examination or test of written language fluency in both English and the other tested language(s), as well as have a minimum of two (2) years of experience in document translation.

- II. All translators providing services under the Contract must also:
 - i. agree to comply with the [Code of Ethics and Professional Responsibility](#) promulgated by the ATA
 - ii. possess subject matter competence – translators should have a deep understanding of the particular topic addressed in the source content, including familiarity with legal terminology, sentence structure, formats of legal documents and forms, etc.
 - iii. possess experience translating a variety of document types, including court forms, web content, posters, brochures, correspondence, etc.

PRINCIPAL LANGUAGES

The languages listed in the tables below are considered Washington States' Primary and Secondary Languages. Primary Languages are the most frequently requested languages. Secondary Languages are less frequently requested than Primary Languages, but common enough for Washington State to request separate prices from the "All Other Languages" price category. Upon request by Purchaser, Contractor shall provide translation services for all Primary and Secondary languages for the category, or categories, awarded.

Note: written word translation services are not limited to the languages listed here. Contractor may provide written word translation services for any other languages requested by Purchaser for which Contractor can meet the requirements of the Contract.

PRIMARY LANGUAGES

Amharic	Korean	Russian
Arabic	Lao	Rwanda
Burmese	Lingala	Samoan
Chinese-Cantonese	Mam	Somali
Chinese-Mandarin	Marshallese	Spanish / Spanish Creole
Chinese-Unspecified	Mixteco	Swahili
Chuuk / Chuukese (Trukese)	Mon-Khmer / Cambodian	Tagalog
Dari	Nepali	Tamil
Farsi	Oromo	Telugu
French/Patois/Cajun	Pashto	Tigrinya / Tigrigna
Hindi	Portuguese	Ukrainian
Japanese	Punjabi	Urdu
Karen	Romanian	Vietnamese

SECONDARY LANGUAGES

Albanian	Haitian Creole	Nuer
Armenian	Haka-Chin	Palauan
Bengali	Iran	Persian
Chamorro	Kanjobal	Sangho
Chinese-Simplified	Kannada	Soninke
Chinese-Traditional	Kinyarwanda	Sudanese
Congolese Swahili	Kirundi	Thai
Croatian	Kosraean	Tonga
Dinka	Kunama	Turkish
Dutch	Mixteco Bajo	Yapese
French Creole	Mongolian	

TRANSLATION PROOFREADING AND CORRECTIONS GUIDELINES FOR ALL CATEGORIES

Contractor shall follow the steps for the Translation corrections procedures and translations proofreading guidelines listed below.

PROCEDURES FOR CORRECTING TRANSLATIONS

(Must be followed by all translators of all languages)

Upon receiving reviewer's suggestions and comments, the translator will:

1. Check everything marked by the reviewer against original translation to determine the most accurate translation of words/phrases/sentences.
2. Write the following on the version with the reviewer's markings:
 - a. **"OK"** by the word/phrase/sentence suggested by the reviewer that **is adopted** by the translator;
 - b. **"1"** by the word/phrase/sentence suggested by the reviewer that **is not adopted** by the translator to indicate the original translation is good as is and will not cause any misunderstanding (refer to "Notes" in Translation Review Guidelines);
 - c. **"2"** by the word/phrase/sentence suggested by the reviewer that **is not adopted** by the translator to indicate the suggested change is the reviewer's regionalism or personal preference (refer to "Notes" in Translation Review Guidelines).
3. Revise/change translation based on what is determined to be the most accurate translation (see 1 and 2 above).
4. Return revised final hard copies, electronic files, and reviewer's version with translator's comments to the Translation Service Coordinator.

TRANSLATION REVIEW GUIDELINES

Check the translated document against the English version to identify translation errors, if any.

Clearly mark and indicate any changes, use different color.

- Identify the grammatical errors that **distort the intent** of the original English text and **suggest corrections**. Please give brief explanation for suggestion.
- Identify the words that **alter the meaning** of the original English words and **suggest corrections**. Please give brief explanation for suggestion.
- Identify the words that you think **clients will not understand** and **suggest alternative words**, and indicate what the original translation means.
- Circle **misspelled words** and indicate them by writing "spelling" beside them.

Notes:

1. **Do not** suggest any changes if translation is understandable to clients and will not cause any misunderstanding.
2. **Do not** suggest word changes based on regionalism or personal preference such as synonyms.

PURCHASER SPECIFIC REQUIREMENTS

Contractor shall follow the Purchaser Specific Requirements that correspond with the Purchaser making a request for services. As DSHS is likely to make up a significant proportion of the total number of purchases under this Contract, some of the DSHS specific requirements are included below. For all purchases from DSHS, Contractor shall comply with the following requirements, unless otherwise requested by DSHS. The following requirements do not apply to purchases by Purchasers other than DSHS; however, Contractor shall comply with any specific requirements requested by the Purchasers.

- I. [Exhibit E: Department of Social and Health Services Visual Communications Technical Standards and Foreign Language Font Specifications](#)
- II. [Exhibit F: Department of Social and Health Services Form 17 -120 \[Contractors will use this form to process information from the Purchaser\]](#)
- III. Purchaser may request Contractor to take additional measures or steps to protect client information. Purchaser may request Contractor review and sign documents like the ones listed below:
 - a. [Exhibit G: DSHS HIPAA Compliance](#)
 - b. [Exhibit H: DSHS Business Associate Agreement](#)

CATEGORY SPECIFICATIONS

DESCRIPTION

This section contains Category Specifications unique to each category. Contractor shall follow the applicable Category Specifications unless requested by the Purchaser in writing. If there are conflicting specifications, Contractor has the responsibility to seek clarification.

CATEGORY 1: FORMS

- 1 SCOPE OF WORK.** Forms are typically official or formal documents of the Purchaser. A Form is a document that collects or distributes information. The Purchaser may use these forms to grant or provide services to clients, or to administer or manage programs. Forms contain blank fields, check boxes, signatures blocks, etc. Forms are distributed both electronically and by hard copy, and clients return the documents via mail, fax, or secure email. Contractor will receive electronic templates of the Forms in the original software in English that need to be translated into other languages as requested by the Purchaser.
- 2 ESTIMATED VOLUME.** The estimated volume is over 1000 Forms per year; each Form will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one Form may need to be translated into eight (8) languages, the Contractor will bill for those eight (8) languages.
- 3 FORMATTING.** Translated forms shall match the format and design of the original English document as much as possible. Text formatting shall be exact, including tabs, indentations, bullets, margins, and copy justification, and shall remain consistent in leading, fonts, and sizes throughout each document. Text in fields shall be small enough to accommodate fill-in for the fields. Most Forms shall have a customer logo, title, and coding line unless specified otherwise. All translated Forms shall state the translated language in English on the bottom left of the document.
- 4 HOLE PUNCHES.** Translated forms requiring hole punching shall conform to the electronic template provided, and all languages shall adhere to designated hole-punch areas.
- 5 ENVELOPE WINDOWS.** Contractor shall observe window envelope format designations exactly as provided on the electronic template. Window envelope formats adhere to U.S. Postal Service standards for the appropriate window envelope. If text other than the address appears in the window area, postal scanning equipment will reject the letter for hand sorting which may cause delays or loss of benefits to clients. It is important that the fold line appear below the lower left corner of the window to ensure the form is folded correctly to fit the envelope.
- 6 PDF DOCUMENTS.** PDF files are required. Some forms will have “fillable fields” in the original template. Any translation PDFs shall have corresponding fillable fields for inserting English language text.
- 7 PC COMPATIBLE.** Electronically produced forms will typically be done using a PC Compatible format. Contractor will be informed of changes to software as soon as information regarding the new form designer software is available and utilized.
- 8 TRANSLATION/ENGLISH PLACEMENT.** Some forms require translations and English text to appear on the same page. In those instances, the translated text shall appear above the corresponding English text. The Purchaser shall leave appropriate space above the English text to accommodate translations.
- 9 ELEMENTS TO REMAIN IN ENGLISH.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, and other fields as identified by the Purchaser shall be left in English. Contractor shall consult the Purchaser for clarifications.
- 10 CATEGORY 1 EXAMPLE BELOW.** Example may not be to scale or a current document.



**STATEMENT FROM
LANDLORD/MANAGER**

PROPERTY OWNER OR AUTHORIZED MANAGER:
Complete all sections below with only the information
you know to be true. Write "unknown" to questions
you cannot answer. (Do not leave any box blank.)

LOCAL OFFICE	TELEPHONE NUMBER
ACES CLIENT IDENTIFICATION NUMBER	DATE
The Department of Social and Health Services is in the process of determining this client's eligibility. Please provide the information requested below.	
FINANCIAL SERVICES SPECIALIST'S SIGNATURE	

A. Rental or leased unit and tenant information:

1. STREET ADDRESS	APARTMENT (APT) NUMBER	Attach more pages if needed.
CITY	STATE ZIP CODE	
2. TENANT'S NAME		
3. DATE MOVED IN	4. TYPE OF RESIDENCE	

B. Rent information:

6. NAME OF PERSON(S) PAYING THE RENT	7. CURRENT RENT AMOUNT	8. DATE THIS AMOUNT STARTED	9. DO THEY PAY BY CHECK?
10. ANSWER THESE QUESTIONS BY CHECKING:			
YES NO			
Does the tenant pay only a portion of the rent? <input type="checkbox"/> <input type="checkbox"/> How much: \$ _____			
Is this subsidized housing? <input type="checkbox"/> <input type="checkbox"/> What agency: _____ How much: \$ _____			
Is someone else paying part or all of the rent? <input type="checkbox"/> <input type="checkbox"/> What agency: _____ How much: \$ _____			

C. Utilities information: Mark the box(es) that apply.

11. The main source of heating for this residence is: <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Gas <input type="checkbox"/> Propane	14. Are all utilities included in the rent? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, mark the box(es) the tenant pays for: <input type="checkbox"/> Electric <input type="checkbox"/> Water/sewer <input type="checkbox"/> Gas <input type="checkbox"/> Telephone
--	---

15. LANDLORD/MANAGER'S NAME	16. Property Owner's Name
STREET ADDRESS OR PO BOX NUMBER	OWNER'S NAME
CITY STATE ZIP CODE	STREET ADDRESS OR PO BOX NUMBER
WORK TELEPHONE NUMBER HOME TELEPHONE NUMBER	CITY STATE ZIP CODE
LANDLORD/MANAGER SIGNATURE DATE	WORK TELEPHONE NUMBER HOME TELEPHONE NUMBER

CATEGORY 2: PUBLICATIONS

- 1 **SCOPE OF WORK.** Publications are typically official and formal by nature. A publication is an information-sharing document from the Purchaser, intended for distribution to the client community. Publications need to be accessible per the [Americans with Disability Act](#) (ADA) requirements. Contractor will receive Publications in English that need to be translated into other languages as requested by the Purchaser.
- 2 **ESTIMATED VOLUME.** The estimated volume is at least 500 Publications per year. Each Publication will need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one publication may need to be translated into eight (8) languages, the Contractor will bill for those eight (8) languages.
- 3 **FILE SOURCE.** Translation of any new or revised Publication shall be made using the electronic files supplied by the Purchaser. Translated documents shall match the format and design of the original English document as much as possible. Text formatting shall be exact, including tabs, indentations, bullets, margins, and copy justification, and shall remain consistent in leading, fonts and sizes throughout each document. Upon request by Purchaser, text in fields shall be small enough to accommodate fill-in for the fields. Most Publications shall have a state agency logo, title, and coding line unless specified otherwise. All Publications shall state the translated language in English on the bottom left of the document.
- 4 **PUBLICATION SPECIFICS.** The Purchaser will provide to the Contractor specific instructions and materials for proper formatting of the publication such as fonts, colors, images, graphics, etc. Contractor shall provide translation in the requested language(s), fonts, and styles. Should there be questions or clarifications required from the translation work request, it is the Contractor's responsibility to clarify.
- 5 **COMPUTER APPLICATIONS.** Each Purchaser will outline details and specifications per translation service request and the details/specifications may come through either Macintosh or PC operating systems. All electronically produced publications requests will primarily be through one of the following applications:
 - 5.1 Adobe InDesign,
 - 5.2 Adobe Illustrator,
 - 5.3 Adobe Freehand MX,
 - 5.4 Microsoft Word ("MS Word").

Purchaser will provide additional instructions and specifications with each translation request; it is the Contractor's responsibility to seek clarifications. Contractor may receive requests in multiple formats. For example, a translation request may include the following procedures. Contractor may receive requests in two (2) English source document files, one in InDesign, and one in MS Word. The Contractor will be required to translate the MS Word file and return it to the Purchaser within the requested turnaround time. This document will go through usability testing. Any edits identified through this review process will be returned to the Contractor to use to finalize the documents.

- 6 **FILE TYPE.**
 - 6.1 Unless specified by the Purchaser, the translated text cannot be a PICT, JPEG, PDF, TIFF, EPS, or scrapbook file that has been placed into an InDesign document. Translations are required also in PDF format.
 - 6.2 Translated text shall be Adobe Acrobat 8.0 compatible, and it should be formatted for web (Internet) presentation.
 - 6.3 For web presentations, crop marks or printing marks should not appear on the page in the PDF document. The page size and orientation of the PDF should be the same as the publication.

6.4 Contractor is required to embed all fonts that are in publications into the PDF. There may be exceptions such as submitting the translation in other formats, such as PDF, and placing that translation in an InDesign document, such exceptions will be specified by the Purchaser.

6.5 All files shall be available for delivery to the Purchaser in the native format from the required font plug-in/program/operating system.

7 FORMATTING.

7.1 Contractor shall follow the format (spacing, placement, column width, etc.) of the original documents closely. Do not replace or change any graphics files (EPS, TIFF, etc.) unless requested by the Purchaser.

7.2 The Purchaser's publication numbers are specific; Contractor shall follow the Data Codes and specifications as requested by the Purchaser.

7.3 Clarification of digits to be used for indication of year: a four-digit year code is used for Forms and a two-digit year code is used for Publications. Any exceptions to the above standards will be noted by the Purchaser.

CATEGORY 2 EXAMPLE BELOW. Example may not be to scale or a current document.

Hãy đến tham dự các sự kiện lớn này ...

Sự Kiện Về Cơ Hội Tuyển Dụng và Nguồn Lực 2018



Ngày 12 Tháng Sáu
10 a.m. đến 2 p.m.
Seattle Center –
Armory Lofts 3 and 4
(2nd floor)
305 Harrison St.
Seattle, WA 98109
www.seattlecenter.com

Ngày 11 Tháng Bảy
10 a.m. đến 2 p.m.
Highline Community College
Building 8 – Student
Unions Building
Mt. Constance / Olympus Room
2400 S. 240th St.
Des Moines, WA 98198
Highline.edu

- Các nhà tuyển dụng sẽ có mặt và sẵn sàng tuyển dụng quý vị!
- Kết nối giữa việc làm với các nguồn lực huấn luyện có thể giúp tạo dựng tương lai của quý vị.
- Tư vấn miễn phí về các kỹ năng viết lý lịch và phỏng vấn được cung cấp bởi Dress for Success.
- Gọi mời tìm việc dành cho mỗi người tham dự!
- Vé Đậu Xe Miễn Phí!

Để biết thêm thông tin, xin email cho chúng tôi tại jobhelp@dshs.wa.gov




Transforming lives
(Vietnamese)

Cơ quan này tạo cơ hội bình đẳng cho tất cả mọi người.

Washington State Dept. of Social and Health Services
PO Box 45440
Olympia, WA 98504-5440

**Sự Kiện Về Cơ Hội
Tuyển Dụng và
Nguồn Lực 2018**

Ngày 12 Tháng Sáu –
Seattle Center
Ngày 11 Tháng Bảy –
Highline Community College



អត្ថប្រយោជន៍ប្រចាំខែត្រូវបានកំណត់ទុកដោយអង្គការសហប្រតិបត្តិការ របស់អង្គការ ប្រាក់ចំណូលរបស់អង្គការ និងចំណាយលើការរស់នៅរបស់អង្គការ។

វិធីដែលនាងប្រើសម្រាប់ជួយកាត់កាត់ការស្នើសុំ គឺនៅលើបណ្តាញ នៅ
www.washingtonconnection.org។



ដល់ការប្រកាន់ខ្ជាប់នៃចរិយាធម៌សាមគ្គីភាព និងអាក្ខរកិច្ច ជំនួយទៅដល់
ការងាររបស់អង្គការសហប្រជាជាតិ។



**Supplemental
Nutrition
Assistance
Program**



Washington State
Department of Social
& Health Services

Transforming lives

DSHS 22-1301 CA (Rev. 3/19) Cambodian

USDA នឹងប្តូរក្រុមហ៊ុនសេដ្ឋកិច្ច ដើម្បីបង្កើន និងបង្កើនការប្រើប្រាស់
ស្ថាប័ននេះ នឹងប្តូរក្រុមហ៊ុនសេដ្ឋកិច្ច។

អាហារមូលដ្ឋាន



SNAP

CATEGORY 3: AUTO GENERATED TEXT

- 1 SCOPE OF WORK.** Auto Generated Text requests are typically system supported language text block translations. The system must generate text blocks that have specific font and formatting requirements, as well as abide by instructions to leave certain text in English. Contractor will receive requests in English that need to be translated in other languages as requested by the Purchaser.
- 2 ESTIMATED VOLUME.** The estimated volume is over 200 supported language text block translation requests per year; each request will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one job may need to be translated into eight (8) languages, the Contractor will bill for those eight (8) languages.
- 3 ACES REQUIREMENTS FOR ATTACHMENTS AND TEXT BLOCKS.** Translations shall meet the following requirements and specifications:

3.1 ACES Attachment Requirements:

- 3.1.1 Unprotected (editable) Microsoft Word documents in .doc format in English and the eight supported languages.
- 3.1.2 PDFs in English and the eight supported languages.
- 3.1.3 Meet the Minimum ACES margins.
- 3.1.4 Barcodes and Barcode labels removed.

3.2 ACES Text Block Requirements:

- 3.2.1 Unprotected (editable) Microsoft Word documents in .doc format in English and the eight supported languages.
- 3.2.2 Must use ACES fonts and font sizes for each specified, supported language.
- 3.2.3 Must follow guidelines for ACES Text Block margins.
- 3.2.4 Anything in <blue> should not be translated.

Attachments or Text Blocks (including translations) shall be subjected to a quality control process by the Purchaser to ensure the content is correct, the document meets ACES standards, and no further changes will be necessary.

3.3 Font Specifications:

- 3.3.1 Unless requested otherwise by the Purchaser, use the following font specifications:

Language	Font Type	Font Size
Cambodian	Aksarjhar	14 Point
Chinese	Simsun	12 Point
English	Times New Roman	12 Point
Korean	Batang	12 Point
Laotian	Lao Helvetica	16 Point
Russian	Cyrillic II	12 Point
Somali	Times New Roman	12 Point
Spanish	Times New Roman	12 Point
Vietnamese	VNI Times	12 Point

3.4 Text Block Format Specifications:

3.4.1 Translated text blocks must be returned in the eight supported languages in unprotected Word format with the following ACES margin specifications:

- Left= 0.25 inch
- Top= 0.25 inch
- Right= 1.75 inch
- Bottom= 0.25 inch

3.5 ACES Attachement Format Specifications: ACES letters may have attachments. Attachments are forms that print with the ACES letter as part of the letter. Currently, all ACES attachments have DSHS form numbers. A page break is inserted to ensure that the attachment begins on the front of a new page. Barcodes and Barcode Labels should be removed from ACES attachments prior to translation. English and the translated attachments will be provided to the Purchaser in unprotected Microsoft Word (.doc) and PDF formats in the eight supported languages. To accommodate the bar coding on letters, the minimum margins on attachments must be as follows:

3.5.1 First page:

- Left= 1 inch
- Top= 0.33 inch
- Right= 0.33 inch
- Bottom= 0.33 inch
- Footer= 0.33 inch

3.5.2 Additional pages:

- Left= 1 inch
- Top= 0.5 inch
- Right= 0.33 inch
- Bottom= 0.33 inch
- Header= 0.5 inch
- Footer= 0.4 inch

3.6 Do Translate:

3.6.1 Proper Nouns: All proper nouns (i.e., program names) should be translated.

3.6.2 Acronyms: If acronyms are used in the English version of the text block, the same acronyms shall be used in the translated version of the text block. For example, if the acronym TANF is used in the English text block it shall also be used in the translated text block, in other words not translated as “Temporary Assistance for Needy Families”.

3.7 Do Not Translate:

3.7.1 The DSHS coding line (lower left corner). For example:

- Consent
- DSHS 14-012 SP (REV. 03/2023)

3.7.2 The distribution line unless a client is referenced. For example:

- Distribution (or Copies) to: Client; Case Manager; and Program is translated.

- Distribution (or Copies) to: Provider; Case Manager; and Program is not translated.

3.7.3 The administration or office name in the title are not translated, and the English title should appear in a smaller font underneath the translated title. For example:

- ADMINISTRATION
- DIVISION
- TITLE (translated)
- TITLE (English)

3.7.4 Instructions, unless they are for the client, are not translated.

3.7.5 Any section marked FOR OFFICIAL USE ONLY is not translated; however, “FOR OFFICIAL USE ONLY” is translated.

4 WRITTEN LANGUAGE CODES. Use the approved language code, as identified on the DSHS Written Language Codes listing, when abbreviating language names. The DSHS Written Language Codes can be found in *Exhibit D* to the Contract.

The Contractor shall follow the requirements of this category listed above, unless otherwise requested by the Purchaser. Should the work product not conform to the requirements listed, or as requested by the Purchaser, products will be returned to the Contractor for corrections at the Contractor’s expense.

5 CATEGORY 3 EXAMPLE BELOW. Example may not be to scale or a current document.

Text Block 2505006

You are participating in [WorkFirst](#). Your cash benefits will continue as long as you keep participating and meet all other eligibility requirements. If you stop participating, your grant will be replaced with a [Child Safety Net Payment](#). [Child Safety Net Payments](#) go to a protective payee to pay for basic expenses for your children only. With a [Child Safety Net Payment](#), you do not receive any cash for your own expenses.

Text Block 2505007

Although you are not participating in [WorkFirst](#), you have vulnerable children in your home. Your cash benefits are being replaced with a [Child Safety Net Payment](#) for your children. [Child Safety Net Payments](#) go to a protective payee to pay for basic expenses for your children only. You will not receive any cash for your own expenses. If you decide to start participating, you may get more benefits. Let me know if you want help getting a job, or if you think you are participating with [WorkFirst](#) requirements.

Text Block 2505005

You are exempt from mandatory [WorkFirst](#) work requirements. You are exempt because you are:

A needy caretaker relative age [55](#) or older, or

Applying for [SSI](#) with the help of a [DSHS](#) facilitator, or

A disabled adult, or

Caring for a disabled child or child with special needs or caring for a disabled adult, or

A non-Indian adult caring for Indian children in Indian country.

Even though you are exempt and not required to participate, you can choose to work. Let me know if you want help getting or keeping a job.

CATEGORY 4: GENERAL INFORMATION DOCUMENTS

- 1 SCOPE OF WORK.** General Information Documents are typically documents provided by the Purchaser to limited English Proficient (LEP) populations and can cover many different topics, including but not limited to technical, legal, educational, medical, economic, etc. The Contractor shall use translators with knowledge of the terminology corresponding to the various topics of the documents. The Contractor will receive documents in English that need to be translated into other languages as requested by the Purchaser. Contractor will also receive requests to translate back into English the information entered into the document in foreign text.
- 2 ESTIMATED VOLUME.** The estimated volume is over 200 general information document requests per year; however, each document will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one general information document may need to be translated into eight (8) languages, the Contractor will bill for those eight (8) languages.
- 3 CATEGORY 4 EXAMPLE BELOW.** Example may not be to scale or current document.

Dear Mr./MS:

Recent legislative changes to the State Supplemental Payment (SSP) program require that the Department of Social and Health Services (DSHS) expand the group of Supplemental Security Income (SSI) recipients who receive a SSP.

Because you get SSI and meet the SSP requirements, you are eligible to get an SSP payment. In November 2003, you will get one check for October, November, and December in the amount of **\$1,174**. Beginning ***January*** 2004, you will get an SSP check every month. The payment amount will be much less than the payment you receive in November. We will notify you of the amount of future payments in a separate letter.

Because the November check is so big, it could affect your eligibility for SSI in December by making you exceed the SSI resource limit. Exceeding the SSI resource limit could happen if you either do not spend the money you receive in November before the end of that month, or you buy things with the money that SSI counts towards the resource limit.

What is a resource?

A resource is money or things that you own that can easily be sold to make money. Some examples of resources are: cash, money in bank accounts, property, stocks, and bonds.

Why are resources important in the SSI program?

To get SSI your *countable resources* shall be \$2,000 or less for an individual or \$3,000 or less for a couple. This is the SSI resource limit. Countable resources are the things you own that count toward the resource limit. Many things you own do not count toward the resource limit.

Some examples of resources that do not count toward the resource limit are: the house you live in, your car if it is used for certain daily activities or if it is equipped for use by a handicapped person, life insurance policies with a face value of \$1,500 or less per person, burial plots for you or your immediate family, burial funds up to \$1,500 for you and your spouse, and property you or your spouse use in a business or job.

How does transferring a resource affect Medicaid coverage?

Medicaid may not pay for certain health care costs if you or your spouse give away a resource or sell it for less than its worth.

What if I need more information about the affect of my SSP on my SSI eligibility?

If you have questions about the affect of your State Supplemental Payment on your SSI eligibility, please contact your local Social Sec

CATEGORY 5: CLIENT SPECIFIC OR LOCALLY GENERATED DOCUMENTS

- 1 SCOPE OF WORK.** This category covers client specific documents used to convey information to Purchasers' LEP clients. The documents may contain information specific to that client or request a client to input information into blank spaces. There are two types of translation requests in the Client Specific/Locally Generated Documents Category: Fill-In and Full Translation.

1.1 SUBCATEGORIES:

- **Fill-In.** The Contractor is required to translate information for inclusion in printed forms or letters. Fill-in information is additional text, written in English, which is placed onto previously translated forms or text added to computer generated, previously translated letters produced by field offices (i.e., ACES, Provider1) or other pre-translated documents (templates). The majority of fill-in translation requests are 75 words or fewer. Translated fill-in information shall be type written. Exceptions to this requirement will be made on a case-by-case basis and shall be authorized by the Purchaser. It is estimated that 75% of client specific translation requests will be for fill-ins.
- **Full Translation.** For full translation requests, Contractor is required to translate the entire document that is being requested. The majority of full translation requests are for client letters, client reports, and legal documents. These documents are usually one page in length, consisting of 250 words or fewer; occasionally there are letters with more than 250 words. The Purchaser may request that the Contractor retain completed work electronically for future fill-in purposes. It is estimated that 25% of client specific translation requests will be for full translations.

- 1.2 TRANSLATION ORDER.** The Purchaser will place translation request details and transfer the materials requiring translation through various methods such as fax or e-mail. The Purchaser may utilize a translation order form to place an order for translation services under this category. The Purchaser may track projects using various methods. Orders will include the following information:

- The Purchaser's name, office, address, telephone number and fax number;
- Date ordered and date due;
- Order number (assigned by the requesting office for the project being requested);
- Language requested;
- Type of translation (e.g., DSHS/Health Care Authority form number 14-113, ACES or Provider1 letter type 006-01, letter, report, legal document);
- Client identifier (i.e., client's last name or client's ID number), if applicable;
- Project priority (Ten-Day, Six-Day, Three-Day, One-Day Order); and
- Description and/or instructions for the project

- 1.3 PROJECT COMPLETION.** Once the translation order is completed, the Contractor shall fax or e-mail the Translation Order Request with the completed translation and the original document to the Purchaser. The Contractor shall return the completed translation and related documents as identified by the Purchaser. The Contractor is required to provide the following information with the completed project (as requested on the Translation Order Request):

- Date the completed translation work is returned to the Purchaser;
- Whether the work was a fill-in or full translation;
- Word count, based on English text;
- Charge for the completed order;

- 2 ESTIMATED VOLUME.** The estimated volume is over 84,000 requests per year. Client specific translation requests will be faxed or e-mailed directly to the Contractor.
- 3 FORMATTING.** The Contractor shall write the translated language in English on the lower left-hand corner of each page of the translated text.
- 4 CATEGORY 5 EXAMPLE BELOW.** Example may not be to scale or a current document.

KING NORTH/BALLARD
P.O.BOX 34356
SEATTLE WA 98124



Phone # 206-341-7424

TTY/TDD # 206-706-4254

Toll Free #

08/29/05

John Doe
123 Main St.
Olympia, WA 98504

Dear Mr. Doe:

Your benefits from the following program will end on 09/30/05: (X) Cash () Food
(X) Medical () Long Term Care

The reasons for this decision are:

The person listed as the head of household for your food assistance cannot get food assistance.

See WAC rule (Washington Administrative Code): 388-408-0035, 388-468-0005

We do not consider you a resident of Washington.

See WAC rule (Washington Administrative Code): 388-400-0005, 388-454-0015, 388-462-0015, 388-468-0005, 388-503-0505, 388-505-0110, 388-505-0210, 388-505-0220

You can check these rules online at <http://slc.leg.wa.gov/wacbytitle.htm> or view them at your public library reference desk. If you can't find this information, please call our office.

If you disagree with any of our decisions, you may ask to have your case reviewed. You can also ask for a fair hearing. Your fair hearing rights are included in this letter.

You can get automated information about your case by calling The Answer Phone at 1-877-980-9220. When you call, you will need to enter your client ID number, which can be found in the bottom right hand corner of this letter.

If you plan to get private medical insurance, your new insurance might need proof of your prior DSHS medical benefits. We can give you a certificate of coverage so your new insurance may cover pre-existing conditions. To request a certificate, you may call the MAA toll-free number 1-800-562-3022.

Please call me if you have any questions about this letter.

Jane Doe
360-555-1234

CATEGORY 7: SYSTEM GENERATED CLIENT LETTERS

- 1 SCOPE OF WORK.** Client letters are correspondence, averaging one and a half (1½) to three (3) pages in length, generated through Automated Systems for an applicant or recipient of services describing the status of the benefits he/she has applied for or is receiving. Client letters requiring translation will be scanned and placed in a depository within secure DSHS network storage. The Contractor will be responsible for downloading and translating the English version into the requested language. Each client letter must be returned with both the English letter(s) and translated letter(s) combined together to form a single, contiguous file which will be delivered to DSHS, Enterprise Technology (“DSHS/ET”) to the designated, secure server through MQSeries as specified.

Contractor shall email a log of the number of translated letters, per language, which will be submitted in Microsoft Excel to DSHS/ET, which directly corresponds with the delivered translated letters as referenced in the paragraph above.

Each client letter is coded by type(s) of action(s) (e.g., 010-No Change in Benefits) and either has a template number, e.g., Health Care Authority (“HCA”) ProviderOne letters, or is broken down into text blocks, e.g., DSHS ACES letters. Each text block has been assigned a unique numerical identifier by DSHS. The Contractor will be required to track all translated text blocks using the unique DSHS numerical identifier and DSHS Primary Language Codes.

- 2 ESTIMATED VOLUME.** The estimated volume is over 642,000 requests for letters per year.
- 3 TRANSLATED ACES TEXT BLOCK/PROVIDERONE DEPOSITORY REQUIREMENTS.** Each ACES client specific letter is identified numerically and textually based on the type(s) of action(s) taken (e.g, 010-No Change in Benefits). ProviderOne letters are uniquely identified numerically and textually based on the sub-system from which they are generated. (e.g., client, managed care, coordination of benefits).

ACES letters are broken down into individual text blocks that are inserted into the letter. The specific text block(s) used depends on the program(s) applied for by the individual.

Each ACES text block has been assigned a unique, nine-digit numerical identifier by DSHS. The Contractor will be required to track all translated text blocks using the unique DSHS numerical identifier and DSHS primary Language Codes as provided. If a text block has not been seen by the Contractor and they do not have a corresponding DSHS text block identifier, the Contractor is responsible for reaching out to DSHS/ET to obtain the text block number for tracking purposes.

ACES text blocks and ProviderOne letters periodically undergo revisions. Contractor shall check the English originals stored in Translation Memory with the text blocks or full content of the letters before formatting letters sent for translation.

By the tenth of the month following each calendar quarter of service, Contractor shall send to two separate designated depositories, an electronic copy of all newly translated ACES text blocks and ProviderOne letters. ACES text blocks and ProviderOne letters shall be categorized by the unique numerical identifier, language code, and font used in Microsoft Word format.

Contractor shall keep on file information regarding each translated text block and ProviderOne letter.

- 4 WORKFLOW REQUIREMENTS AND PROCEDURES.**

Orders: Each business day, Contractor shall collect the file of letters from the online, secured depository for processing. The file will possess a file number assigned by DSHS/ET and will consist of several “orders.” Each order will represent a specific language being requested and has been given a unique order number. Each order will include one or more client letters. Contractor shall process each order and change the order number to a billing number that will identify the action that will be taken to process each client letter.

Computation Sheets: Some client letters will be accompanied by one or more computation sheets. Words on computation sheets are to be translated. The computation sheets are printed along with the letter and are identified as the 9999/01 (Computation) and 9999/03 (Medical Assistance Computation).

Confirmation of Receipt: Upon receipt of a file the Contractor shall immediately confirm receipt of the file by email to DSHS/ET. This confirmation shall include the file number and the date and time of receipt of the file.

Rejection of an Order or File: If upon receipt of a file, the Contractor determines that any or all letters included in the file will not be able to meet the required time frames outlined in the Contract, the Contractor shall immediately notify the Purchaser, and the particular letter(s) must be returned to DSHS/ET within 1 business day of receipt. Failure to accept translation requests will be tracked and may be considered grounds for breach of contract.

Return of File: All letters that went out in one file must come back in the same file; unless one, or some, of the letters has/have been previously returned as a rejection or the letter(s) has/have been identified as requiring new translation. The original letter, printed in English, must be returned on top of the translated letter. With the completed work, the Contractor shall also submit electronically an Excel spreadsheet that includes the following information for all completed work being returned:

- a. Date received from DSHS/ET
- b. Date completed translated work is sent back to ET
- c. Billing numbers/client names and IDs
- d. Number of client letters by billing number and charge
- e. Word count by billing number and charge
- f. Charge for each billing number
- g. Names(s) and qualification(s) of translator(s) who worked on the project
- h. Which letters required keying
- i. Which letters required formatting
- j. Which letters required translations

Summary Report: Contractor will be required to submit a summary report with each file returned, indicating the following:

- a. Daily total charge,
- b. Which letters have been rejected and why they were rejected,
- c. Which letters are not included in the file because they require a new translation.

5 DELIVERY OF TRANSLATED DOCUMENTS.

Contractor Data Transfer Requirements:

1. Contractor Data Transfer Responsibilities and Requirements:

- a. DSHS will not be responsible for the implementation, management, or maintenance of the Contractor's IBM MQ services with the exception of explicit roles and responsibilities as outlined within this section.
- b. Contractor is responsible for the purchase and implementation of IBM MQ Server or IBM MQ Client which resides on Windows Server Version 10 or later. Contractor will have sufficient resources with necessary experience to ensure the implementation, management and maintenance of IBM MQ Server or IBM MQ Client:
 - i. At a minimum, the resources for this aspect of the Contract must have the following experience and background:
 - 1. Must have three years in either IBM MQ Server or IBM MQ Client (depending on which service the Contractor implements);
 - 2. Must have three years in .NET or other programming (as an example may include C#; C; C++ or Java capability); and
 - 3. Must have three years in DOS Scripting or PowerShell.
- c. Network access – Contractor is responsible for a leased circuit which will consist of either a circuit over IP or a fully leased, dedicated service, however there is a requirement of Quality of Service (QoS) to be 99% up time and consist of a sufficient bandwidth allowing for data throughput which will enable the transfer of very large files. The size of the files and the designation of the file will be specified by the Purchaser; however, the Contractor shall be responsible for ensuring data throughput will be sufficient to allow a full transfer within a four-hour window and be available to the Contractor within 24 hours of submission by DSHS.
- d. DSHS will provide the Contractor with the necessary scripts and parameters to ensure enablement of data transfer and system configuration between the Contractor and DSHS. The Contractor shall be responsible for the implementation, management and maintenance of the scripts and parameters without the assistance of DSHS technical staff; with the exception of fine tuning and testing the system to ensure full systems capability.
- e. Key Store: If IBM Client Connected with a Service Account
 - i. The Contractor shall be responsible for the creation of a Service Account and that Service Account will only be used by the IBM MQ Service and not by other systems or people;
 - ii. The Contractor shall provide DSHS with the Service Account Information, less the password;
 - iii. DSHS shall be responsible for the creation of a certificate with WaTech;
 - iv. DSHS shall give to the Contractor the Key Store with their private key and certificate authority and public keys so the Contractor's IBM MQ Channels may connect to DSHS securely; and
 - v. Contractor must have resource(s) which understand and can implement and maintain the Key Store.
- f. Key Store: If IBM Server Connected with a Queue Manager
 - i. DSHS will be responsible for the creation of a certificate with WaTech;
 - ii. DSHS will give to the contractor the Key Store with their private key and certificate authority and public keys so the contractor's IBM MQ Channels may connect to DSHS securely; and

- iii. Contractor must have resource(s) which understand and can implement and maintain the Key Store.
- g. Transport Layer Security (TLS) – DSHS uses TLS as the security and encryption mechanism within the IBM MQ Channels. As such, the Contractor must have sufficient resources and experience in TLS to ensure the successful implementation for secure data file transfer.

On a calendar quarterly basis, or as requested, Contractor is required to upload all current text blocks or letters that Contractor has a translation for, to temporary internet sites (one for ProviderOne and one for ACES) provided by DSHS. File formats to be in Microsoft Word. DSHS and HCA shall each maintain their respective documents uploaded to the repository.

6 TECHNICAL REQUIREMENTS.

The Contractor shall complete a variety of tasks for each order, which include:

- a. Identifying which text has been translated;
 - b. Creating an exact translated version of the client letter, which requires:
 - Retrieving and formatting of stored, previously translated text
 - Translating and formatting of any new text
 - Keying-in, meaning typing English information into the translated letter, that shall not be translated themselves:
 - Numbers and dates
 - Client names within Salutations
 - Addresses
 - Letterheads and logos
 - Agency names (DSHS and/or HCA)
 - c. Coding and storing newly translated text blocks and ProviderOne letters in a database. Stored text blocks and letters must be coded with the unique DSHS or HCA numerical identifier and DSHS/HCA approved primary language code.
- 7 CONTRACTOR’S ACCESS TO DOCUMENTS TO BE TRANSLATED.** It is the Contractor’s responsibility to electronically access Purchaser established depository on a daily basis to accept and translate client letters needing translation.
- 8 UNACCEPTABLE RETURNS.** If the Contractor returns letters with any of the following errors, correction is required at Contractor’s expense and no compensation will be due for:
- a. Partial letters – missing pages, or paragraphs, of the original letter;
 - b. Translation of numbers;
 - c. Translation of names and addresses.
- 9 EXCEPTIONS TO DELAYED LETTERS.** All letters that were delivered to the Contractor in one file must come back in the same file. If some letters are missing from the delivery file, they must be identified on the summary report along with the reason for not being included (e.g., needs new translation).
- 10 COMMUNICATION AND MISTAKES.** Upon written request, via email, Contractor shall have one (1) business day, not including holidays, to correct any translation or other error found on a client letter. The Contractor shall be responsible for any costs related to correcting translations formatted or translated incorrectly. Payment will not be made for translations that are not completed in accordance with the corrections requested by DSHS or HCA.

Contractor shall respond to all emails or voicemails sent from the state within one (1) business day of the email being sent or voicemail left, no exceptions.

11 TRANSLATION QUALITY. Contractor must ensure and promote translation accuracy.

- i. Translator's qualification: Use DSHS/HCA recognized translators (see Definitions.)
- a. If no recognized translators are available use translators that passed approved Contractor testing for translators.

Note: During the Contract term DSHS and HCA reserve the right to monitor and require improvements to previously approved Contractor testing programs.

- ii. Compliance with the Code of Ethics: [Language Testing and Certification Program | DSHS \(wa.gov\)](https://www.dshs.wa.gov/language-testing-and-certification-program)
- iii. Review: Contractor shall review each translation prior to transmittal to DSHS/ET to ensure that the translated document is linguistically accurate and consistent with the formatting and technical specifications of the original English document. A workflow chart showing the Contractor's process for review, is sufficient to meet this requirement.

12 BILLING SPECIFICATIONS/PAYMENT PROCESSES. The Contractor shall submit all invoices in electronic form to the DSHS/ET email address provided for verification and payment on a monthly basis.

DSHS and HCA will authorize payment for services rendered within thirty (30) days of the signed invoice as per state regulation.

13 JOB FILE TRACKING. The Contractor shall provide the following tracking information on a daily basis:

- Job number
- Date of receipt by Contractor
- Date returned to DSHS/ET
- Letter Number
- Text blocks code numbers translated
- Number of words per letter translated
- Summary of languages translated

14 COMPLIANCE CHECKS. At Contractor's expense, and upon request, Contractor shall meet with DSHS/HCA representatives to review compliance with the terms of the Contract and to discuss service performance issues. Contractor shall also allow for periodic site visits upon request of the State.

Upon request from DES, Contractor shall submit a comprehensive list of all translators Contractor will utilize to meet the terms of this Contract. Once said request is received, Contractor shall have fifteen (15) business days to provide this list.

The list of translators must be electronically updated and sent to DES whenever a change in translator staff is made. These updates will be sent to DSHS and HCA by DES within five (5) business days of any change. The list must include languages in which the translators are performing work.

PRICES FOR GOODS/SERVICES

PRICE PER WORD. Contractor shall use English as the base language for calculating per word translation costs. Additionally, numerical characters (i.e., 1, 15) are considered words, symbols (e.g., &) are considered words, and dates written in numerical format will be treated as one word, (i.e., 3/20/1998 or 3-20-1998).

Category 1 – Forms		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Translation Services - Ten-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Six-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Three-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - One-Day Order	Price per English Word	\$0.10	\$0.01	\$0.12	\$0.01	\$0.01	\$0.01
Translation Services - Greater Than Ten Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Project Minimum - Ten-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Six-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Three-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$75
Project Minimum - One-Day Order	Price	\$40	\$10	\$40	\$10	\$40	\$75

Project Minimum - Greater Than Ten Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Ten-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Six-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Three-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - One-Day Order	Hourly Rate	\$40	\$10	\$40	\$10	\$40	\$10
Desktop Publishing - Greater Than Ten Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Proof Reading - Ten-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Six-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Three-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - One-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Greater Than Ten Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Rekeying	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Category 2 – Publications		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price

Translation Services - Ten-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Six-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Three-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - One-Day Order	Price per English Word	\$0.10	\$0.01	\$0.12	\$0.01	\$0.01	\$0.01
Project Minimum - Ten-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Six-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Three-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$75
Project Minimum - One-Day Order	Price	\$40	\$10	\$40	\$10	\$40	\$75
Desktop Publishing - Ten-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Six-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Three-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - One-Day Order	Hourly Rate	\$40	\$10	\$40	\$10	\$40	\$10
Proof Reading - Ten-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Six-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Three-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Proof Reading - One-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Rekeying	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Category 3 – Auto Generated Text		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Translation Services - Ten-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Six- Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Three-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - One-Day Order	Price per English Word	\$0.10	\$0.01	\$0.12	\$0.01	\$0.01	\$0.01
Project Minimum - Ten-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Six-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Three-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$75
Project Minimum - One-Day Order	Price	\$40	\$10	\$40	\$10	\$40	\$75
Desktop Publishing - Ten-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40

Desktop Publishing - Six-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Three-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - One-Day Order	Hourly Rate	\$40	\$10	\$40	\$10	\$40	\$10
Proof Reading - Ten-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Six-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Three-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - One-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Rekeying	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Category 4 – General Information Documents		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Translation Services - Ten-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Six-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Translation Services - Three-Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17

Translation Services - One-Day Order	Price per English Word	\$0.10	\$0.01	\$0.12	\$0.01	\$0.01	\$0.01
Project Minimum - Ten-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Six-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$40
Project Minimum - Three-Day Order	Price	\$40	\$40	\$40	\$40	\$40	\$75
Project Minimum - One-Day Order	Price	\$40	\$10	\$40	\$10	\$40	\$75
Desktop Publishing - Ten-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Six-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - Three-Day Order	Hourly Rate	\$40	\$40	\$40	\$40	\$40	\$40
Desktop Publishing - One-Day Order	Hourly Rate	\$40	\$10	\$40	\$10	\$40	\$10
Proof Reading - Ten-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Six-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Three-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - One-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Rekeying	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Category 5 - Client Specific or Locally Generated Documents		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Fill-In Translation Per Word - Ten- Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Fill-In Translation Per Word - Six- Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Fill-In Translation Per Word - Three- Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Fill-In Translation Per Word - One- Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.01
Fill-In Translation Per Word - Greater Than Ten Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Full Translation Per Word - Ten- Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Full Translation Per Word - Six- Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Full Translation Per Word - Three- Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Full Translation Per Word - One- Day Order	Price per English Word	\$0.10	\$0.01	\$0.12	\$0.01	\$0.01	\$0.01
Full Translation Per Word - Greater Than Ten Day Order	Price per English Word	\$0.10	\$0.16	\$0.12	\$0.17	\$0.01	\$0.17
Fill-In Translation Per Page - Ten- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Fill-In Translation Per Page - Six-Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Fill-In Translation Per Page - Three- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50

Fill-In Translation Per Page - One- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Fill-In Translation Per Page - Greater Than Ten Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Full Translation Per Page - Ten- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Full Translation Per Page - Six-Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Full Translation Per Page - Three- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Full Translation Per Page - One- Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Full Translation Per Page - Greater Than Ten Day Order	Price per Page	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Proof Reading - Ten-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Six-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Three-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - One-Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Proof Reading - Greater Than Ten Day Order	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Rekeying	Price per English Word	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Category 7 – System Generated Client Letters		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Translation Services - Ten-Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Translation Services - Six-Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Translation Services - Three-Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Translation Services - One-Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Translation Services - Greater Than Ten Day Order	Price per English Word	\$0.10	\$0.14	\$0.10	\$0.16	\$0.10	\$0.17
Keying-in and formatting of previously transcribed "Client Letters"	Price per Client Letter	\$5	\$5	\$5	\$5	\$5	\$5

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber risk insurance, on a claims made form. The policy shall include coverage for liability as a result of a data security breach or violation of consumer data protection laws arising out of Services provided under this Contract and resulting Purchase Orders - Limits are \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for

the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESLanguageAccess@des.wa.gov
Note: The Email Subject line must state:
Contract Insurance Certificate – Statewide Contract No. 03824 – Translation Services – Written Word
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

DSHS WRITTEN LANGUAGE CODES

Language Code	Language Name	Primary	Active
AL	Albanian	no	yes
AM	Amharic	no	yes
AR	Arabic	no	yes
AE	Armenian	no	yes
BN	Bengali	no	yes
BL	Bulgarian	no	yes
BS	Burmese	no	yes
CA	Cambodian	yes	yes
CB	Cebuano	no	yes
CH	Chinese	yes	yes
CE	Creole specify	no	yes
CZ	Czech	no	yes
DN	Danish	no	yes
FA	Farsi	no	yes
FJ	Fijian	no	yes
FI	Finnish	no	yes
FR	French	no	yes
FC	French-Creole	no	yes
GE	German	no	yes
GR	Greek	no	yes
GJ	Gujarati	no	yes
HC	Haitian-Creole	no	yes
HI	Hindi	no	yes
HM	Hmong	no	yes
HU	Hungarian	no	yes
IB	Ibo	no	yes
IL	Ilocano	no	yes
IN	Indonesian	no	yes
IT	Italian	no	yes
JA	Japanese	no	yes
KO	Korean	yes	yes
LA	Laotian	yes	yes
MS	Marshallese	no	yes
NO	Norwegian	no	yes
OM	Oromo	no	yes
PA	Pashtu	no	yes
PO	Polish	no	yes
PG	Portuguese	no	yes
PJ	Punjabi	no	yes

RO	Romanian	no	yes
RU	Russian	yes	yes
SA	Samoan	no	yes
SC	Serbo-Croatian	no	yes
SV	Slovak	no	yes
SM	Somali	yes	yes
SP	Spanish	yes	yes
SI	Swahili	no	yes
SW	Swedish	no	yes
TA	Tagalog	no	yes
TM	Tamil	no	yes
TH	Thai	no	yes
TB	Tibetan	no	yes
TI	Tigrigna	no	yes
TN	Tongan	no	yes
TR	Trukese	no	yes
TK	Turkish	no	yes
UK	Ukrainian	no	yes
UR	Urdu	no	yes
VI	Vietnamese	yes	yes
VS	Visayan	no	no
ZU	Zulu	no	yes
HE	Hebrew	no	yes
DU	Dutch	no	yes
KU	Kurdish	no	yes
EN	English	no	yes
GN	Georgian	no	yes
CR	Chamorro	no	yes
NU	Nuer	no	yes
SD	Sudanese	no	yes
LV	Latvian	no	yes
MG	MongolianDoNotUse	no	no
TJ	Tajik	no	yes
KA	Karen	no	yes
IO	Ilongo	no	yes
NE	Nepali	no	yes
SH	Salish	no	yes
MN	Mandinka	no	yes
SO	Soninke	no	yes
DA	Dari	no	yes
SE	Sinhalese	no	yes
KI	Kirundi	no	yes
BU	Bhutanese	no	yes

MR	Marathi	no	yes
BO	Bosnian	no	yes
MI	Mien	no	yes
DI	Dinka	no	yes
MA	Mixtecoalto	no	yes
MB	Mixtecobajo	no	yes
SN	Shona	no	yes
CT	Croatian	no	yes
PL	Palauan	no	yes
MM	Malayalam	no	yes
LG	Lingala	no	yes
MD	Moldavian	no	yes
KH	Kashmiri	no	yes
WW	WarayWaray	no	yes
CI	Chin	no	yes
UZ	Uzbek	no	yes
PM	Pampanga	no	yes
KS	Kosraean	no	yes
KY	Kikuyu	no	yes
PE	Persian	no	yes
ML	Malay	no	yes
YR	Yoruba	no	yes
TE	Telugu	no	yes
BK	Bikol	no	yes
CM	Cham	no	yes
BA	Balochi	no	yes
CN	Cantonese	no	no
CC	ChiuChow	no	yes
KN	Kinaraya	no	yes
FU	Fulani	no	yes
KM	Kmhmu	no	yes
DZ	Dzongkha	no	yes
MC	Macedonian	no	yes
WO	Wolof	no	yes
ES	Estonian	no	yes
KL	Kayah	no	yes
SR	Serbian	no	yes
CK	Sorani	no	yes
RW	Kinyarwanda-Rwanda	no	yes
YP	Yupik	no	yes
BM	Bambara	no	yes
MU	Mam	no	yes
LT	Lithuanian	no	yes

TU	Turkmen	no	yes
HA	Haka-Chin	no	yes
PN	Pangasinan	no	yes
HS	Hausa	no	yes
MO	Mongolian	no	yes
KK	Kakwa	no	yes
KB	Kunama	no	yes
YA	Yapese	no	yes
AK	Akan	no	yes
EW	Ewe	no	yes
QU	Quechua	no	yes
AZ	Azerbaijani	no	yes
KJ	Kanjabal	no	yes
PH	Pohnpeian	no	yes
BI	Bini Edo	no	yes
SG	Sango	no	yes
KR	Kyrgyz	no	yes

DSHS VISUAL COMMUNICATIONS TECHNICAL STANDARDS AND FOREIGN LANGUAGE FONT SPECIFICATIONS



DSHS Visual Communications Technical Standards

For DSHS Publications translations

Updated April 2019

- Translation of any new or revised DSHS Publication will be made using the electronic files supplied by DSHS Visual Communications. No files from any other source should be used.
- All translated publication files must be sent to Visual Communications only; no other recipient will receive publication translations, unless requested or approved by DSHS Visual Communications.
- All publications shall be produced using the language-specific fonts identified in the Foreign Language Font Specifications.
- All electronically-produced publications must use one of the following MAC applications: Adobe InDesign CC for Mac, or Microsoft Word (Office 2016 for Mac or newer). Most files submitted for translation are native InDesign files.
- Translated text cannot be a PICT, TIFF, EPS, or scrapbook file that has been placed into an InDesign document.
- Follow format (spacing, placement, column width, etc.) of original document closely when laying out. Do not replace or change graphics files (EPS, TIFF, etc.).
- Do not translate text that is part of a logo or proper names, addresses, telephone numbers, fax numbers, WAC (Washington state laws) codes, etc.
- Translations must be submitted to DSHS in native file format (InDesign CC 2018 Mac or newer) and PDF format as well. No crop marks or printing marks should be in the PDF. All fonts that are in publication shall be embedded in the PDF as well as supplied in the InDesign package for the publication.
- Most DSHS publications have publication numbers on them. The translation vendor should use the DSHS Common Language Data Codes for specifying non-English languages. Here are samples showing the insertion point of the language code:

Example of publication number for English publication: **DSHS 22-531 (5/19)**

Example of publication number for Cambodian translation: **DSHS 22-531 CA (5/19)**

And for publication revisions:

Example, including a revision date, for English: **DSHS 22-310 (Rev. 5/19)**

Example, including a revision date, for Chinese: **DSHS 22-310 CH (Rev. 5/19)**

NOTE: Do not mix fonts of different foreign languages in the same document, unless requested. For example, do not mix Korean and Laotian fonts in the same document (unless required).

DSHS Visual Communications

Foreign Language Font Specifications

For DSHS Publications translations

Updated **April 2019**

Apps: **Adobe InDesign CC 2018 for Mac** (or newer)
(and **Microsoft Office 2018 Mac**, when requested)

All fonts must be Mac-compatible (Mac Operating System OS 10.x and Adobe InDesign CC 2018).

For the languages below, only fonts on this list can be used. No other fonts or font formats will be accepted for these languages. DSHS Visual Communications can supply some fonts to qualified vendors if needed. Thank you.

As new fonts are selected for use, they will be added to this list.

DSHS Visual Communications supplies some fonts to translation vendors for use only in DSHS publication translations.

NOTE: Include language fonts in InDesign file packages when translations are submitted back to DSHS Visual Communications.

Cambodian

Font names:

Aksar Jhar

Available from: DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840.

Comments or style(s): Aksar Jhar is a True Type font.

Chinese (Traditional Chinese for DSHS translations)

Font names:

PingFangTC

HeitiTC

~~Apple LiSung Light~~ Do not use.

~~Apple LiGothic Medium~~ Do not use

Vendor: Apple Inc.

Comments or style(s): Ping Fang TC and Heiti TC are Mac OS 10.X True Type system fonts.

Korean

Font names:

AppleGothic

AppleMyungjo

Vendor: Apple Inc.

Comments or style(s): Apple Gothic and Apple Myungjo are Mac OS 10.X TrueType system fonts.

Laotian

Font names:

Lao MN family

Lao Sangram MN family

Laohelv

Lao Helvetica (preferred)

Vendor: Apple Inc.

Comments or style(s): Lao MN and Lao Sangram MN are Mac OS 10.X system fonts

Available from: DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840.

Comments or style: for **LAOHELVP.TTF**

Russian, Vietnamese

Font names:

Lucida Grande

Lucida Grande Bold

Lucida Sans Std Roman

Lucida Sans Std Bold

Gentium

Gentium Plus

Adobe Myriad Pro (*for Russian only*)

Vendors:

Apple Inc.

Comments or style(s): Lucida Grande fonts are Mac OS 10.X system fonts.

Adobe Inc.

Comments or style(s): Adobe Myriad Pro (for Russian only), Open Type font.

Download Gentium fonts at no cost:

<https://software.sil.org/gentium/download/>

For all other languages

NOTE: Include language fonts in InDesign file packages when translations are submitted back to DSHS Visual Communications.

Contact DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840 with any questions.

DEPARTMENT OF SOCIAL AND HEALTH SERVICES FORM 17 -120



Client Specific (Category 5) Translation Request



DATE ORDERED

Note: This is for Category 5 requests and must be sent via secure email only.

To:

- ☐ Prisma wa.translations.cat5@prisma.com
☐ Ad Astra Translation@ad-astrainc.com
☐ Avantpage destranslations@avantpage.com
☐ Dynamic stateorders@dynamiclanguage.com
☐ Off Contract Vendor

Note: Choose only one vendor per request.

REQUESTOR'S NAME	
From:	
ADMINISTRATION / DIVISION / OFFICE	
ADDRESS	
MAIL STOP	TELEPHONE NUMBER (WITH AREA CODE)
EMAIL ADDRESS	
FAX NUMBER	

ORDER TRACKING NUMBER	FORM OR LETTER NUMBER (IF APPLICABLE) (E.G., 14-001, 02-001)	RUSH	CLIENT IDENTIFIER	FOR CONTRACTOR USE ONLY				
				FILL-IN, FULL	TRANSLATOR ID	WORD COUNT	COST	DATE RETURNED
		<input type="checkbox"/>		<input type="checkbox"/> FILL-IN <input type="checkbox"/> FULL				
LANGUAGE								
		<input type="checkbox"/>		<input type="checkbox"/> FILL-IN <input type="checkbox"/> FULL				
LANGUAGE								
		<input type="checkbox"/>		<input type="checkbox"/> FILL-IN <input type="checkbox"/> FULL				
LANGUAGE								
		<input type="checkbox"/>		<input type="checkbox"/> FILL-IN <input type="checkbox"/> FULL				
LANGUAGE								
SPECIAL REQUIREMENTS								
Please Note: There will be an extra fee for RUSH service.				TURNAROUND TIME FRAMES (WORKING DAYS)				
Fill-In Translations: Principal languages*				NORMAL 1 day RUSH Not available				
All other languages				3 days 2 days				
Full Translations: Principal languages*				5 days 2 days				
All other languages				7 days 3 days				
FOR CONTRACTOR USE ONLY								

* Principal languages are Amharic, Arabic, Burmese, Cambodian (Khmer), Chinese (Traditional and Simplified), Farsi (Persian), French, Karen, Korean, Lao, Marshallese, Nepali, Oromo, Pashto, Punjabi, Russian, Somali, Spanish, Swahili, Tagalog, Tigrigna, Trukese, Ukrainian, Urdu, and Vietnamese.

DSHS 17-120 (REV. 02/2025)