



MASTER CONTRACT

No. 04218

TRANSLATION SERVICES – WRITTEN WORD

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AD ASTRA, INC.

Dated July 10, 2019

MASTER CONTRACT

No. 04218

TRANSLATION SERVICES – WRITTEN WORD

This Master Contract (“Master 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 Ad Astra, Inc. a Maryland State Corporation, (“Contractor”) and is dated and effective as of July 10, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 04218 dated May 19, 2019 regarding Translation Services Written Word.
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for Category 5 Client Specific or Locally Generated Documents.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase 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 Master Contract is Twenty-Four (24) months, commencing July 10, 2019 and ending July 31, 2021. Provided, however, that if Contractor is not in default and at the discretion of Enterprise Services, this Master Contract may be executed, by written amendment, on the same terms and conditions, two (2) additional two (2) year options. The Master Contract is subject to earlier termination. The total contract term shall not exceed six (6) years.

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

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commission.
- 2.2. WASHINGTON STATE INSTITUTIONS OF Higher. Any the following institutions of higher education:
 - 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. MCUA PARTIES. Any of the following types of entities that have executed a Master 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., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those Translation Services – Written Word, here after translation services, across the six (6) categories [forms, publications, auto generated text, general information documents, client specific or locally generated documents, and translations for emergency and urgent situations] set forth in *Exhibit A – Translation Services Written Word* for the prices set forth in *Exhibit B – Prices for Translation Services Written Word*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Translation Services Written Word*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services included in this Master Contract; *provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. ECONOMIC ADJUSTMENT. The prices set forth in *Exhibit B – Prices for Translation Services Written Word* 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. All calculations for the index shall be based upon the latest version of data published. Economic adjustments will permitted during contract renewals. If an index is recoded, that replacement is a direct substitute according to the BLS, this Contract will instead use the recode. 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:
- New Price = Old Price x (Current Period Index/Base Period Index).
- Economic Adjustment Index: CEU6054000003
- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the

prices set forth in *Exhibit B – Prices for Translation Services Written Word* (subject to economic adjustment as set forth herein).

- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master 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 it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are 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.
- 4.3. QUALITY OF SERVICES. Contractor represents and warrants that any or services sold pursuant to this Master Contract shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will replace (at no charge to Purchaser) any services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, replacement is inadequate, or fails of its essential purpose, Contractor will 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.
- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not 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 chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring 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 its 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 not be 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 Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 4.6. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor’s bid submission, 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.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it 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 Purchasers’ employees.
- 4.8. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it 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.
- 4.11. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of ninety (90) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

- 4.12. CONFIDENTIALITY. Contractor represents and warrants that it will ensure confidentiality of information exchanges while administering this contract.
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures to limiting or restricting access by, including but not limited to, the following means:
 - (1) Allowing only the staff who have an authorized business requirement to view the Confidential Information.
 - (2) Securing any computers, documents, or other physical media containing Confidential Information.
 - (3) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - c) Verifying post transmittal that the fax was received by the intended recipient.
 - (4) When transporting records containing Confidential Information, outside a Secured Area, follow at least one or more of the following security procedures:
 - a) Use a Trusted System
 - b) Encrypt all Confidential Information
 - c) Additional requirements by the Purchaser.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - c. Confidential Information shall be returned to Purchaser and/or destroy the information employing secure methods. Contractor shall certify in writing that secure measures were employed when destroying contract documents, electronic files and other materials related to this contract. Purchaser may requires additional confirmation or alternate methods for destructing materials.
 - d. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to Purchaser Contact(s) designated on the contract immediately upon discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements are

required by the Purchaser, or by law.

- e. All data must be stored and transmitted in the contiguous United States of America only. No offshore data transmission (e.g. for support services) or storage (e.g. hosted site or backup, disaster recovery).

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of 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 order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the specifications in *Exhibit A – Translation Services Written Word*, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor.
- 5.3. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Master Contract are subject to Purchaser’s reasonable review, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of translation services products that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the translation services products at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to revise, at Contractor’s expense, any or all of the damaged translation services products or, at Purchaser’s option, Purchaser may note any damage to the translation services products on the receiving report, decline acceptance, and deduct the cost of rejected translation services product from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 5.4. ON SITE REQUIREMENTS. Should the situation arise where Contractor is on Purchaser’s premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser’s physical, fire, access, safety, and other security requirements.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor’s invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. One invoice shall be submitted to the project billing contact person for each translation project. Payments will be distributed once all information is verified and/or corrected by Contractor. Contractor shall maintain accurate details of the costs for each translation project. In addition to the requirements outlined in the Invoicing Section of the Special Terms and Conditions, each invoice shall include the following:
 - 1. Title of the document
 - 2. Document number (if applicable)
 - 3. Project Number

4. Project priority (Normal or Rush)
 5. Project Category
 6. Client Identifier
 7. Date the translation project was received by the translation Vendor
 8. Date completed translation work was delivered to the Customer
 9. Language(s) the document was translated into
 10. English word count for the document that was translated
 11. Translator Name and Reviewer Name
 12. Rate or cost per word
 13. Total charge for the project, itemized by language
 14. Master Contract No. 04218
 15. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 16. Contractor's Federal Tax Identification Number
 17. Prompt payment discounts of 2% off of all purchases if payment is provided with Net 15 days or purchaser's receipt of the invoice.
 18. Customer Information – order number, customer agency name, contact information
 19. Other notes as requested by Customer
- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. 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 will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) 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 payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **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, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. 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 Master Contract. Enterprise Services’ contract administrator shall provide Master Contract oversight. Contractor’s contract administrator shall be Contractor’s principal contact for business activities under this Master Contract. The parties may change contractor 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: Lana Gunaratne-Graham
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9360
Email: lane.gunaratne-graham@des.wa.gov

Contractor

Attn: Jean-Paul Borja
Ad Astra, Inc.
8701 Georgia Ave,
Silver Spring, MD 20910
Tel: 301-408-4242 Ext. 141
Email: translation@ad-astrainc.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.

7.2. 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 Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, 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: Jean-Paul Borja
Ad Astra, Inc.
8701 Georgia Ave,
Silver Spring, MD 20910
Email: translation@ad-astrainc.com

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

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will 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 Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Master 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:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .0150.$$
- (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 will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other 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) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, category name, price per word, desktop design costs, total cost, and Customer name. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of small businesses (see RCW 39.26.010 (definition of 'small business')) and Washington State certified diverse businesses (i.e., woman-owned, minority-owned, and veteran-owned), such report shall detail which, if any, small and diverse businesses Contractor has utilized for purposes of this Master Contract and whether such subcontractor(s) meet the applicable Washington State criteria to be either a 'small business' or a 'diverse business', and report the amount paid to each such subcontractor. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.
- 8.5. PROPERTY OWNERSHIP. Data which originates from the Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Purchaser. Data shall include, but not be limited to, reports, documents, letters, publications, brochures, notices, forms, pamphlets, advertisements, surveys, studies, and/or computer programs and shall be made available to contract users in a useable electronic format as requested. Ownership includes the right to obtain and transfer this data at the discretion of contract user.
- 8.6. TRACKING REPORT. Contractor shall submit a report to Customer per category, titled "Category X Tracking Report" with each invoice. Additionally, Contractor shall submit a tracking report on a quarterly basis to Customer. 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. Each Customer to identify reporting specifics, such as templates, cadence, persons, etc.

9. RECORDS RETENTION, AUDITS, & PUBLIC INFORMATION.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or

termination of this Master Contract or final payment for any order placed by a Purchaser against this Master 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. The State shall have the right to request and keep copies of provided records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

- 9.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. 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 Master Contract or orders placed by a Purchaser under it 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 Master Contract or final payment for any order placed by a Purchaser against this Master 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.
- 9.3. **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 Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the 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).
- 9.4. **PUBLIC INFORMATION.** This Master Contract, all related documents, and all records created as a result of the Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected 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 materials are protected or exempt from disclosure.

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **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 Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **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 Contractors in connection with Contractor's its operations under this Master 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 its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents 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") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. 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.

12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master 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 manager 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.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master 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) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master 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 Master 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.

13.4. 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.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *provided further*, that such termination for convenience shall not relieve any Purchaser from payment for

services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. **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 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 Master 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.

14. GENERAL PROVISIONS.

- 14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3. **INTEGRATED AGREEMENT.** This Master 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.
- 14.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. **AUTHORITY.** Each party to this Master 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 Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **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 Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENT.** Contractor may not assign its rights under this Master 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 provides written notice to Enterprise Services ninety (90) days prior, Contractor may assign its rights under this Master 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 Master Contract notwithstanding any prior assignment of its rights.
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 14.10. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.11. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master 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 Master Contract.
- 14.12. 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 Master Contract, nor shall any purported oral modification or rescission of this Master 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.
- 14.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master 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.
- 14.16. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.17. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master 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 Master Contract. Each party hereto and its counsel has reviewed and revised this Master 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 Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 14.18. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.19. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.20. CAPTIONS & HEADINGS. The captions and headings in this Master 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 Master Contract nor the meaning of any provisions hereof.
- 14.21. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.22. COUNTERPARTS. This Master 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 Master 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 Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON

Department of Enterprise Services

By: 

Corinna Cooper

Its: Enterprise Procurement Manager

AD ASTRA, INC.

a Maryland State Corporation

By: 

Jean-Paul Borja

Its: Project Manager

TRANSLATION SERVICES WRITTEN WORD

I. GENERAL SPECIFICATIONS

DESCRIPTION. Contractors shall follow the General Specifications outlined below across all categories unless noted otherwise within this Contract, or by the Customer in writing. Contractor shall seek clarification as necessary

- 1 **RESPONSE TIME.** Contractor shall accept or reject the translation project and send notice to Customer via e-mail, fax, voicemail, or per method identified by Customer, within 4-business hours of receiving a request for translation. Any translation project rejected by the Contractor shall be accompanied with an explanation of why the Contractor is not able to perform the project. Customers will track rejected letters, and use them to determine contract compliance and future awards and projects.
 - 1.1 **QUOTES:** Project quotes and estimates are offered to Customers free of charge.
- 2 **TURN-AROUND TIME.** Expectations for translations projects.
 - 2.1 **CALENDAR/TIME.** Turnaround times are based on Pacific Standard Time. Calendar days shall be calculated as Monday thru Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays.
 - 2.2 **NORMAL TIMEFRAME.** Contractor shall complete and return translation projects within six (6) business days or earlier, from the date of request for “normal” timeframe translation requests. Contractor is granted one (1) business day grace period after the six (6) day period to correct any linguistic or formatting errors. In the event translation work requires more than one (1) day, the project will be deemed late and Late Fee Discounts will be applied per the schedule outline in the “Completion and Compensation” section.
 - 2.3 **RUSH TIMEFRAME.** Contractor shall complete and return translation projects within three (3) business days or earlier, from the date of request for “rush” timeframe translation requests. Contractor is granted one (1) business day grace period after the three (3) day period to correct any linguistic or formatting errors. In the event correction work requires more than one (1) day, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the “Completion and Compensation” section. Rush Orders may be negotiated at the time of the request due to unique circumstances such as file size, further expediting the request, etc.
 - 2.4 **RECEIPT TIME.** All requests received by Contractor after 3:00PM PST shall be considered “received” the next day’s business, excluding weekends and holidays.
 - 2.5 **SUBMISSION TIME.** All categories, timelines for translation services will begin on the day the request is “received” by the translation Contractor and end on the day submitted. This does not include the delivery and mail times.
- 3 **ORDER PRIORITY.** Translation projects that are not accepted by Contractor will be offered to an alternate Contractor on 04218, as applicable. If none of the Contractors can complete the project in the required timeframes, the Customer may return to any of the applicable Contractors on 04218 to negotiate a longer timeframe to complete the project.
- 4 **INSTRUCTIONS WITH TRANSLATION REQUEST.** In addition to the requirements listed herein, Contractor shall comply with instructions provided with the translation requests by Customer.

- 5 **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.
- 6 **WRITTEN LANGUAGE CODES.** Use the approved language code, as identified by Customer during order placement.
- 7 **PRINCIPAL LANGUAGES.** Principal Languages are the most frequently requested languages. Contractor shall actively recruit, market and maintain an adequate pool of translators who can service these languages. Servicing Principal Languages is a mandatory performance indicator. Should Contractor fail to provide requested services for the Principal Languages, Contractor shall be put on corrective action plan. Escalating procedures may be put into place thereafter should Contractor fail the corrective action plan. A list of Principal Languages are listed in Exhibit B3.
- 8 **PREVIOUSLY TRANSLATED DOCUMENT UPDATES.** Contractor shall maintain “live files” of all projects they complete under this contract. Upon request of a previously translated document, the Contractor shall provide it to Customer at no additional charge. If Contractor is unable to produce previously translated documents to Customer, Contractor is responsible for reproducing the translations at no additional costs. Customer may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated document. 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. Contractors 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.
- 9 **DO TRANSLATE.** Do translate below pieces of information, unless otherwise requested by Customer. Customer may request additional “Do Translate” sections within the document.
 - 9.1 **FORM TITLES.** Form titles shall be in English and translated, 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 unless otherwise noted (with the exclusion of lower left titles).
 - 9.2 **SECTION HEADINGS.** “For Office Use Only” should be translated as well as kept in English.
- 10 **DO NOT TRANSLATE.** Do not translate below pieces of information, unless otherwise requested by Customer. Customer may request additional “Do Not Translate” sections within the document.
 - 10.1 **LOGO TEXT.** Text that is part of a logo.
 - 10.2 **AGENCY, DIVISION, OFFICE.** The name of the agency, division or office appearing at the top of a form *unless specified otherwise*.
 - 10.3 **UPPER RIGHT HAND CORNER.** Boxes in the upper right-hand corner for information including i.e. CSO name, telephone number, case name or number and date which are used by the field staff unless specified otherwise.
 - 10.4 **CERTAIN ELEMENTS REMAIN IN ENGLISH.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, etc.
 - 10.5 **CERTAIN AREAS.** Areas that are designated “For Office Use Only”.
- 11 **QUALITY CONTROL REQUIREMENTS.** Contractor is required to review the work produced for the Customer prior to final submission. Contractor shall at minimum:
 - 11.1 Compare translations to the original to ensure that document is linguistically accurate and consistent with formatting and technical specifications of the original document.
 - 11.2 Ensure that reviewer/proofreader of the completed translation is of a similar qualification as a translator who performed the original translation.

- Revise/change translation based on what is determined to be the most accurate translation.
 - Contractor shall keep records of the original translation and reviewer notes. Provide notes to Customer upon request.
- 11.3 Correcting projects with errors discovered by the Customer:
- Return revised final hard copies, electronic files, and reviewer’s version with translator’s markings to the Customer.
 - If an error is discovered, the Contractor will make corrections without any additional costs. Such discoveries and corrections to documents can be requested at anytime; such corrections shall be completed within one week or earlier.
- 12 **ADDITIONAL GUIDES AND PROCEDURES.** Contractor shall be able to follow the guidelines outlined in the “Translation Proofreading Guidelines” and “Translation Correction Procedures.”
- 13 **DELIVERY INFORMATION.** Contractors shall submit the following project delivery information with completed projects:
- 13.1 The date the project is returned to the Customer
 - 13.2 The name (or unique identifier) of the translator who translated the document
 - 13.3 The name (or unique identifier) of the reviewer who reviewed the translated document for accuracy
 - 13.4 Any other comments/information related to the project
- 14 **QUESTIONS.** It is the responsibility of the Contractor to contact the Customer with any questions or clarifications related to the project such as the source document, formatting requirements, special instructions, etc.
- 15 **TOLL-FREE FAX.** Vendors shall maintain a toll free fax machine.
- 16 **ORIENTATION.** Contractor shall provide orientation to new employees or subcontractors before they work on translation projects under this contractual agreement. At a minimum orientation should include the Language Interpreter and Translator Code of Professional Conduct and this contract’s 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.
- 17 **TRANSLATOR CERTIFICATIONS AND QUALIFICATIONS.** Prior to any translator performing services for this contract, the Contractor shall verify and/or perform an assessment and determine the translator as approved and qualified. A qualified translator is a translators who has passed a qualification examination offered by a testing program or translation agency. Should Contractor not be able to meet this requirement, Contractor will be placed into a corrective action plan. Contractor shall comply with Customers’ certification requirements as specified by the Customer, which includes but is not limited to the following entities:
- 17.1 **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.
 - 17.2 **LANGUAGE TESTING AND CERTIFICATION PROGRAM (LTC).** This is a Washington State 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 providing testing services for the language requested by the Customer, at minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process which 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 2 years' experience in document translation.

- 18 **STAFFING AND EQUIPMENT.** Vendor shall maintain sufficient staffing and equipment to provide products and services outlined in this contract. Contractor is expected to keep translation work and files in translation memory databases as transferable files.
- 19 **SECURE TRANSMISSION OF DOCUMENTS AND INFORMATION.** Any document having client specific information shall be securely transmitted electronically during receipt and submission. The Contractor may use standard email encryption or an approved secure server file transfer process.
- 20 **TRACKING SYSTEMS.** Customers may require Contractor to utilize an automated (online or web-based) tracking systems; Contractor shall comply with customer 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, Customer may request this information.
- 21 **TECHNOLOGICAL ABILITIES.** Contractor shall possess computer software capacity to meet specific translation category requirements, and anti-virus software. Translation of any new or revised document shall be made using the electronic files supplied by the Customer, unless requested otherwise in writing by the Customer. 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. Customers may request other commonly used formats for their translation projects. Primary formats that Customers will use are MS Word and PDF, and other formats as requested by Customer.
- 22 **TRANSLATION MEMORY SYSTEMS.** Contractor shall employ Translation Memory Systems/software/database as much as possible, including but not limited to large blocks of text, to identify exact match of previously translated terms, 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 is utilized to the optimal extent to increase efficiencies and reduce costs to Customer.
- 23 **MEETINGS.** Contractor shall meet with Customer and/or Department of Enterprise Services (DES) 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 Customer and the Contractor will be forwarded to DES for corrective action.
- 24 **COMPLETION AND COMPENSATION.** Compensation is based on performance; performance includes the translation work as well as delivery time of product. Contractor compensation is based on per English word count or the page minimum whichever is greater per project. The projects may include a combination of typical translations, rekeying, proofreading, desktop publishing, etc., Contractor and Customer shall establish the scope of work prior to initiating the project. Contractor may not charge costs or fees to the Customer, all fees and costs shall be included in the per word rates. Contractor receives full compensation when completed projects are returned by the established deadlines. Projects are considered complete when, per earlier sections and in this Contract, all requested language documents have been submitted to Customer; and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). Customer may adjust the completed date when work needs to be returned to Contractor

for corrections. Per word rates are listed in *Exhibit B* of the Master Contracts. Microsoft Word count will be used to confirm the number of English words [MSWord Word Count Application readable statistics]. 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: Normal Timeframe	Compensation % of Contract Rate: Rush Timeframe
1	90%	75%
2	80%	50%
3	70%	25%
4	55%	10%
5	35%	No Compensation
6	25%	
7	10%	
8	No Compensation	

- 25 **CONTRACTOR SHALL MAINTAIN AN EMERGENCY RECOVERY PLAN.** Contractor maintain a valid emergency recovery plan.
- 26 **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.
- 27 **ADDITIONAL REQUIREMENTS.** Contractor shall be able to comply with the specific requirements outlined in additional exhibits.

II. CATEGORY SPECIFICATIONS

DESCRIPTION

This section contains Category Specifications unique to each category. Contractor shall follow specifications per listed category respectively unless requested by the State or Customer in writing. If there are conflicting specifications, Contractor has responsibility to seek clarification.

CATEGORY 5: CLIENT SPECIFIC OR LOCALLY GENERATED DOCUMENTS

- 1 **SCOPE OF WORK.** There are two subcategories of translation request of the written materials in the Client Specific/Locally Generated Documents Category: Fill-In and Full Translation. Contractor shall ensure accurate and professional translations of the requested works.

1.1 SUBCATEGORIES:

- 1.1.1 Fill-In. 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 for 75 words or less. 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 requesting office. It is estimated that 75% of client specific translation requests will be for fill-ins.

1.1.2 Full Translation. For full translation requests, translation 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 less; occasionally there are letters with more than 250 words. Customers of full translations may request that translation Contractor(s) 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 Customer will place translation request details and transfer the materials requiring translation through various methods such as fax or e-mail. Some customers will utilize a translation order form with their orders. Each Customer tracks projects using various methods. Orders will include the following information:

1.2.1 Customer's name, office, address, telephone number and fax number;

1.2.2 Date ordered and date due;

1.2.3 Order number (assigned by the requesting office for the project being requested);

1.2.4 Language requested;

1.2.5 Type of translation (i.e., DSHS/Health Care Authority form number {e.g.,14-113}, ACES or Provider1 letter type {e.g. 006-01}, letter, report, legal document);

1.2.6 Client identifier (i.e., client's last name or client's ID number), if applicable;

1.2.7 Project priority (normal or rush); and

1.2.8 Description and/or instructions for the project

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

1.3.1 Date the completed translation work is returned to Customer

1.3.2 Whether the work was a fill-in or full translation

1.3.3 Word count, based on English text

1.3.4 Charge for the completed order

1.4 TRANSLATION ORDER. The Customer requests will the following information:

1.4.1 Customer name, office, address, telephone number and fax number;

1.4.2 Date ordered and date due;

1.4.3 Order number (assigned by the Customer office for the project being requested);

1.4.4 Language requested;

1.4.5 Type of translation;

1.4.6 Client identifier (i.e., client's last name or client's ID number), if applicable;

1.4.7 Project priority (normal or rush); and

1.4.8 Description and/or instructions for the project.

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 translation Contractor.

3 **TURN-AROUND TIME**. Translation requests are to be completed based on below timelines, compensation and payments are based on the schedule outlined in the "Completion and Compensation" Section:

3.1 Calendar/Time. Turnaround times are based on Pacific Standard Time. Calendar days shall be calculated as Monday thru Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays.

3.2 NORMAL AND RUSH TIMEFRAME: FILL-IN TRANSLATION REQUESTS

3.2.1 Within one (1) business day for all **principal** languages identified in this category of work. Rush time frame may not be available for fill-in translation requests.

3.2.2 Within three (3) business days for all **non-principal** languages requested in this category of work. Turnaround time is two (2) business days for rush, fill-in translation requests.

3.3 NORMAL AND RUSH TIMEFRAME: FULL TRANSLATION REQUESTS

3.3.1 Within five (5) business days for all **principal** languages identified in this category of work. Turnaround time is two (2) business days for rush, full translation requests.

3.3.2 Within seven (7) business days for all **non-principal** languages requested in this category of work. Turnaround time is three (3) business days for rush, full translation requests.

3.4 Receipt Time. All requests received by translation Contractor(s) after 3:00 p.m. shall be considered as the next day's business, excluding weekends and holidays.

- 4 **FORMATTING**. Contractor shall write translated language in English on the lower left hand corner of each page of the translated text.
- 5 **COMPLETION AND COMPENSATION**. Compensation for Category 5 is based on a slightly different performance and delivery scale than categories 1-4. Compensation is based on performance; performance includes the translation work as well as delivery of product. Contractor compensation is based on per English word count or the page minimum whichever is greater per project. The projects may include a combination of typical translations, rekeying, proofreading, desktop publishing, etc., Contractor and Customer shall establish the scope of work prior to initiating the project. Contractor may not charge costs or fee to the Customer, all fees and costs shall be included in the per word rates. Contractor receives full compensation when completed projects are returned by the established deadlines. Projects are considered complete when, per earlier sections and in this Contract, all requested language documents have been submitted to Customer; and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). Customer may adjust the completed date when work needs to be returned to Contractor for corrections. Per word rates are listed in Exhibit B of the Master Contracts. Microsoft Word count will be used to confirm the number of English words [MSWord Word Count Application readable statistics]. 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:

Principal - Fill In			Principal - Full Translation		
Project Return: Business Days Late	Compensation % of Contract Rate Normal Timeframe		Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe
1	50%		1	50%	90%
2	25%		2	10%	75%
3	10%		3	No Compensation	50%
4	No Compensation		4		30%
			5		10%
			6		No Compensation
Non-Principal - Fill In			Non-Principal - Full Translation		
Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe	Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe
1	50%	75%	1	50%	90%
2	10%	40%	2	25%	80%

3	No Compensation	10%	3	10%	65%
4			4	No Compensation	50%
			5		25%
			6		15%
			7		10%
			8		No Compensation

6 **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

III. PRINCIPAL LANGUAGES

The listed languages are considered Washington States' Principal Languages. Contractor must be able to provide translation services for the listed languages for the category they are bidding. Languages: Principal Languages are the most frequently requested languages. Contractor must actively ensure to keep an adequate pool of translators who can service these languages upon request by Customer. Servicing Principal Languages is mandatory a Key Performance Indicator. Should Contractor fail to provide requested services for the Principal Languages, escalating procedures, such as corrective action plans, may be put into place.

CATEGORY 5

Amharic	Spanish
Arabic	Swahili
Burmese	Tagalog
Cambodian (Khmer)	Tigrigna
Chinese (Traditional and Simplified)	Trukese
Farsi	Ukrainian
French	Urdu
Karen	Vietnamese
Korean	
Laotian	
Marshallese	
Nepali	
Oromo	
Pashto	
Punjabi	
Russian	
Somali	

IV. CUSTOMER SPECIFIC REQUIREMENTS

- I. Customer Technical Standards:
 - a. Attachment A: DSHS Visual Communications Technical and Foreign Fonts Specifications and Standards for DSHS Publications Translations

- II. Customer Forms:
 - a. Attachment B: Department of Social and Health Services Form 17 -120. Contractors will use this form to process information from the Customer.
 - b. Attachment C: Health Care Authority Translation Order Request

- III. Customers may request Contractor to take additional measures or steps to protect client information. Customers may request Contractor review and sign documents like the ones listed below, Contractor must at minimum comply and meet the expectations outlined within below documents:
 - a. Attachment D: Administrative Policy No. 13.23
 - b. Attachment E: Business Associate Agreement
 - c. Attachment F: HIPAA Compliance
 - d. Attachment G: Outside Agency Agreement Data Security requirements

V. TRANSLATION PROOFREADING AND CORRECTIONS GUIDELINES

Contractor must follow the steps for the Translation corrections procedures and translations proofreading guidelines listed in the documents 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 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.

Prices for Translation Services Written Word

Category 5: Client Specific or Locally Generated Documents	
Line Item	Price (\$)
Fill-In Translation Requests: Principal Languages, Normal	\$0.19
Fill-In Translation Requests: Non-Principal Languages, Normal	\$0.19
Full Translation Requests: Principal Languages, Normal	\$0.19
Full Translation Requests: Principal Languages, Rushed	\$0.19
Full Translation Requests: Non-Principal Languages, Normal	\$0.19
Full Translation Requests: Non-Principal Languages, Rushed	\$0.19
Project Minimum - Normal [Minimum charge per project]	\$47.50
Project Minimum - Rushed [Minimum charge per project]	\$60.00
Proof Reading Price Per Word - Normal [Reviewing existing translated work]	\$0.10
Proof Reading Price Per Word - Rushed [Reviewing existing translated work]	\$0.15
Rekeying Price Per Word [Process of entering text provided by customer into any language into a new or existing document]	\$0.10

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain 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 and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS).** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim.

The limits of all insurance required to be provided by Contractor 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.

A cross-liability clause or separation of insured condition shall be included in the general liability, policy required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the 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.** Except for Workers Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
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, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. 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) 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 Master Contract number stated on the cover of this Master Contract.

Definitions

1. “American Translation Association (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.
2. “Confidential Information” or “Data” means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
3. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
4. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
5. “Physically Secure” means that access is restricted through physical means to authorized individuals only. method
6. “Proofreading” is the process of checking a translated document against the original and to ensure accurate translations. It implies examining a text and format of the document looking for spelling, grammar, syntax, and punctuation errors, typos and other unintended mistakes. Vendor must use a qualified linguist to perform proofreading.
7. “Program Agreement” means an agreement between the Contractor and Customer containing special terms and conditions, including a statement of work to be performed by the Contractor and payments to be made by Customer.
8. “Re-keying” is the process of entering provided by customer text in any language into a new or existent document. Examples of re-keying: foreign language document needs to be re-keyed using specifically requested font; parts of the text needs inserting into the document when simple “copy and paste” is not an option.
9. “Revision” Change to the part of the document that has already been finished or published. Agencies periodically (or based on the need) make changes to their official documents – forms, publications, notifications, flyers, etc. If 50% or less of the document undergoes change, customer will send revised document to the vendor responsible for original or latest translation.
10. “Secured Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- 11.** “Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 12.** “Trusted Systems” include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.