



COMPETITIVE SOLICITATION – No. 02120

SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES

INTRODUCTION

The Washington State Department of Enterprise Services (DES) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement and establish and award a statewide Master Contract for eligible purchasers to purchase Sign Language Interpreter Services with Referral Agencies.

This solicitation is created under a cooperative purchasing agreement with the Department of Social and Health Services, Office of the Deaf & Hard of Hearing (ODHH). ODHH has served the Deaf, DeafBlind, Hard of Hearing, Late Deafened and Deaf Plus people in the State of Washington for over thirty years. ODHH promotes equal access opportunities for Government purchasers.

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services' Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement and Master Contracts, the form of the resulting Master Contract, and potential contract sales.
- [Section 3](#) identifies how Enterprise Services will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

- [Exhibit A – Required Bidder Information](#): These exhibits identify information that bidders must provide to Enterprise Services to constitute a responsive bid. See Section 4, below.
 - Exhibit A-1 – Bidder's Certification
 - Exhibit A-2 – Bidder's Profile

- [Exhibit B – Sign Language Interpreter Services with Referral Agencies Statement of Work:](#) This exhibit outlines the required specifications for Sign language Interpreter Services with Referral Agencies that is the subject of this Competitive Solicitation.
- [Exhibit C – Bid Price:](#) This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate and compare bids.
- [Exhibit C-1 – Sign Language Interpreter Services with Referral Agencies Qualifications:](#) This exhibit outlines the Qualifications Referral Agencies need to respond to that Enterprise Services will use to evaluate and compare bids.
- [Exhibit D – Master Contract:](#) This exhibit is a draft of the Master Contract that the successful bidder(s) will execute with Enterprise Services.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation and where to direct questions regarding the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	March 23, 2020
Question & Answer Period:	March 23, 2020 - April 6, 2020
Deadline for submitting Bids:	April 17, 2020
Anticipated Announcement of Apparent Successful Bidder(s):	April 24, 2020
Anticipated Award of Master Contract(s):	May 11, 2020

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Enterprise Services will not host a pre-bid conference for this Competitive Solicitation. Any questions and comments must be emailed to the Procurement Coordinator during the question and answer period established in Section 1.1 of this Competitive Solicitation. If changes to the Competitive Solicitation are required as a result of the question and answer period, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS.

Procurement Coordinator	
Name:	Michellee Jemmott

Telephone:	360-407-9300
Email:	descontractsteamcypress@des.wa.gov

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of the Master Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Master Contract. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A MASTER CONTRACT.** The purpose of this Competitive Solicitation is to receive competitive bids and award Master Contracts for Sign Language Interpreter Services with Referral Agencies. Enterprise Services intends to award up to eight (8) Master Contracts per region. [See Exhibit C – Bid Price](#) for regions.
 - a. **MASTER CONTRACTS.** Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is competitively solicited and established by Enterprise Services, on behalf of the State of Washington, for use by statutorily specified ‘purchasers’ (see below). Typically, purchasers use our Master Contracts through a purchase order, work order, or similar document. The Master Contract is designed to function as a ‘procurement bridge’ between innovative vendors who have bid and won a competitive solicitation to supply goods/services and eligible purchasers who wish to purchase such goods/services pursuant to pre-determined, clear, consistent, easy to use, value-added Master Contracts.
 - b. **MASTER CONTRACT USERS – ELIGIBLE PURCHASERS.** The resulting Master Contract from this Competitive Solicitation will be available for use by the following entities, each of whom is an eligible purchaser (“Purchasers”):
 - WASHINGTON STATE AGENCIES. All Washington State agencies, departments, offices, divisions, boards, and commissions.
 - WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education 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.
- **MCUA PARTIES.** The Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) 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.

Enterprise Services maintains a list of eligible MCUA parties on the [MCUA Listing website](#).

While use of the Master Contract is optional for purchasers other than Washington State agencies, these entities' use of the Master Contract can increase Master Contract use significantly. All purchasers are subject to the same contract terms, conditions, and pricing as Washington State agencies.

- 2.2. **MASTER CONTRACT.** The form of the Master Contract that will be awarded as a result of this Competitive Solicitation is attached as [Exhibit D – Master Contract](#).
- 2.3. **CONTRACT TERM.** As set forth in the attached Master Contract for this Competitive Solicitation, the contract term is seventy-two (72) months. Bidders are to specify prices for the contract term. The Master Contract is subject to earlier termination.
- 2.4. **ESTIMATED SALES.** Historically, for prior master contracts, annual total sales were approximately \$260,000 for Sign Language Interpreter Services with Referral Agencies. Total potential or estimated contract sales is not known. As stated in this Competitive Solicitation, however, the resulting Master Contract will be available for use by all eligible purchasers. Such purchasers will decide whether the Master Contract meets their needs. Enterprise Services does not represent or guarantee any minimum purchase from the resulting Master Contract.
- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation:
 - Veteran-owned Businesses: 3 points.
 - Executive Order 18-03: 5 points.

SECTION 3 – BID EVALUATION

This section identifies how Enterprise Services will evaluate Competitive Solicitation bids.

- 3.1. **OVERVIEW.** Enterprise Services will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Request clarification of any bid; (4) Cancel the Competitive Solicitation and re-solicit bids; and/or (5) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:

STEP	ITEM	POINTS
1	Responsiveness	Pass/Fail
2	Exhibit B - Sign Language Interpreter Services with Referral Agencies Statement of Work	Pass/Fail
3A	Bid Evaluation	
	Cost Factors Exhibit C – Bid Price	20
	Non-Cost Factors Exhibit C – Sign Language Interpreter Services with Referral Agency Qualifications	110
Total:		130
3B	State Procurement Priorities	
	Veteran-Owned Business	3
	Executive Order 18-03	5
Total:		8
Responsible Bidder		
4	Responsibility Analysis	Pass/Fail
5	Announcement of Apparent Successful Bidder	
Total Evaluation Points:		138

3.2. **RESPONSIVENESS (STEP 1).** Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or performance of the services being

procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders. Responsive bids will be evaluated as set forth herein.

- 3.3. **STATEMENT OF WORK EVALUATION (STEP 2).** Enterprise Services will evaluate each bid to ensure that each bidder's product or service meets the performance requirements set forth in *Exhibit B*. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder's failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.
- 3.4. **BID PRICING EVALUATION (STEP 3A).** Enterprise Services will evaluate bids by reviewing and comparing the submitted qualification responses and bid prices provided in Exhibit C and Exhibit C-1. In determining the lowest responsive and responsible bidder, Enterprise Services will consider the following best value criteria:
- Whether the bid satisfies the needs of the state as specified in the solicitation documents;
 - Whether the bid encourages diverse contractor participation;
 - Whether the bid provides competitive pricing, economies, and efficiencies;
 - Whether the bid considers human health and environmental impacts;
 - Whether the bid appropriately weighs cost and non-cost considerations; and
 - Life-cycle cost.

Enterprise Services will convene an evaluation committee who will evaluate responses provided to Exhibit C-1 Bidder Qualifications to ensure each Bidder is qualified to provide the service. There is a maximum of 110 points available for Exhibit C-1.

Enterprise Services will evaluate bid prices – to identify the lowest – by comparing the submitted bid prices provided in Exhibit C as described hereafter. It is imperative that bidders read all of the instructions found in Exhibit C, and follow them precisely. The Bidder with the lowest total evaluation price will receive 20 points. Those bids with a higher evaluation price will receive a proportionately lesser number of evaluation points based upon the lowest Bid, using the following formula:

- Lowest total bid evaluation cost divided by a higher total bid evaluation cost (bid that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to three places to the right of the decimal point using standard rounding method.

Sample Calculation using Bidder A = \$100,000 and Bidder B = \$110,000

- Bid B calculation: $\$100,000(A) / \$110,000(B) = 0.909 \times 20$ (max points available) = 18 Cost points (rounded to three places to the right of the decimal point using standard rounding).
- Bidder A is the lowest total bid evaluation cost, so it would be assigned the 20 points. Bidder B would be assigned 18 points based on the formula above.

- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 3B).** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation

- Veteran-Owned Businesses. In furtherance of Washington’s business inclusion goals, Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 3 points to any bidder who certifies, pursuant to the Bidder Certification attached as Exhibit A-1 – Bidder Certification, its status as a certified veteran-owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans’ Affairs).
- Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 5 points to any bidder who certifies, pursuant to the Bidder Certification attached as Exhibit A-1 – Bidder Certification, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3.6. **RESPONSIBILITY ANALYSIS (STEP 4).** For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any bidder. Determination of responsibility will be made on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Master Contract.

In addition, Enterprise Services may consider the following:

- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of bidder’s offer, on-site inspection of bidder’s or subcontractor’s facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product,

knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

- 3.7. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Enterprise Services will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and, other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
- Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
 - Upon announcement of the ASB, bidders may request a debrief conference as specified in Section 5.
- 3.8. **AWARD OF MASTER CONTRACTS.** Subject to protests, if any, Enterprise Services and the ASB will enter into a Master Contract as set forth in *Exhibit D – Master Contract*. An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded bidder on the Master Contract. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Master Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
- 3.9. **BID INFORMATION AVAILABILITY.** Upon Enterprise Services’ announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2). Upon Enterprise Services’ announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services’ website.
- 3.10. **ADDITIONAL AWARDS.** Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who provided a bid but who are not awarded a Master Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

- 4.1. **PRE-BID CONFERENCE.** Enterprise Services will not host a pre-bid conference for this Competitive Solicitation. Questions and comments should be emailed to the Procurement Coordinator during the question and answer period established in Section 1.1 of this Competitive Solicitation. If changes to the Competitive Solicitation are required as a result of the question and answer period, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS.
- 4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.
- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.
 - If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.
- 4.3. **PRICING.** Interpreter rates are established and include all cost components pertaining to the delivery of the Sign Language Interpreter services as described in this Competitive Solicitation.
- **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
 - **Credit Cards (P-Cards):** In the event that bidder is awarded a Master Contract, the total price for the services shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
 - **Vendor Management Fee:** The resulting Master Contract from this Competitive Solicitation will include a Vendor Management Fee as specified in the Master Contract attached as [Exhibit D – Master Contract](#).
- 4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the bidder's name.

- EXHIBIT A-1 – BIDDER’S CERTIFICATION**
This document is the Bidder’s Certification.
Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to Enterprise Services.
Note: the Certification must be complete. Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.
- EXHIBIT A-2 – BIDDER’S PROFILE**
This document is required bidder information for Enterprise Services’ contract administration purposes.
Complete as instructed and submit with the bid to Enterprise Services.
- EXHIBIT B – SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES STATEMENT OF WORK**
Bidder must confirm that they meet or exceed the detailed specifications addressed in *EXHIBIT B – Sign Language Interpreter Services with Referral Agencies Statement of Work*.
- EXHIBIT C – BID PRICE**
Bidder must complete the price worksheet templates as instructed in *Exhibit C – Bid Price*.
- EXHIBIT C-1 – SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES QUALIFICATIONS**
This document is a required submittal. Bidder must complete as instructed in *Exhibit C-1 – Sign Language Interpreter Services with Referral Agencies Qualifications*

- 4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.
- 4.6. **SUBMITTING BIDS.** Your electronic bid must be emailed to descontractsteamcypress@des.wa.gov. Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right

for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.

- a. **CRITERIA FOR COMPLAINT.** A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
 - b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
 - c. **RESPONSE.** When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
 - d. **RESPONSE IS FINAL.** The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.
- a. **TIMING.** A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
 - b. **PURPOSE OF DEBRIEF CONFERENCE.** Any bidder who has submitted a timely bid response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
 - c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited

by Enterprise Services to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

5.3. PROTESTS. Following a Debrief Conference, a bidder may protest the award of the Master Contract.

- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- b. **INITIATING A PROTEST.** Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, Enterprise Services will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services' protest response, the bidder may seek relief in Thurston County Superior Court.

5.4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS. All communications about this Competitive Solicitation, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any correspondence or email, and (f) Be sent to the address identified in the table below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. HOW TO CONTACT ENTERPRISE SERVICES.

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division

Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

- b. TO REQUEST A DEBRIEF CONFERENCE. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
- c. TO SUBMIT A PROTEST. Send an email message to the Protest Officer at the following email address: DESDLProcurementProtest@des.wa.gov. The email message must include “Protest” in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding doing business with the State of Washington.

6.1. WASHINGTON’S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW chapter 42.56, Public Records Act. Enterprise Services strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
 - If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.
- In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
 - Enterprise Services’ Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation

comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.

- For documents marked 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder'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 Bidder of any claim that such materials are exempt or protected from disclosure.

6.2. **ECONOMIC GOALS.** In support of the state's economic goals, bidders are encouraged to consider the following in responding to this Competitive Solicitation:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

6.3. **RESOURCES.**

- Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-407-2210.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or [OMWBE](#).
- Contact the Washington State Department of Veterans' Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](#).

- Contact Enterprise Services about small and diverse business inclusion.



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 02120 Sign Language Interpreter Services with Referral Agencies		
Bidder:	_____ Type/print full legal name of Bidder		
Bidder’s Address:	_____ Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	_____ Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to

calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

4. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Master Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
6. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Master Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Master Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. INSURANCE. Bidder certifies as follows (must check one):
 - BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the Insurance Certificate).

OR

 - BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

 - BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Contract and, if designated as the Apparent Successful Bidder would not be able to

provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (must check one):

NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

NO WAGE VIOLATIONS. Bidder 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 have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

VIOLATIONS OF WAGE LAWS. Bidder has 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 have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. PAY EQUALITY. Bidder certifies as follows (must check one):

- PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS.* Bidder's 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. Bidder 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.

OR

- NO PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS.* Bidder's similarly employed individuals are NOT compensated as equals.

13. WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Bidder certifies as follows (must check one):

- NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder 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.

OR

- MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.
16. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):
- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.
- OR
- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.
17. **SUBCONTRACTORS.** Bidder certifies as follows (must check one):
- NO SUBCONTRACTORS.* If awarded a Master Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.
- OR
- SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), If awarded a Master Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to the State, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, provide only the last four (4) digits.
18. **VETERAN-OWNED BUSINESS.** Bidder certifies as follows (must check one):
- VETERAN-OWNED BUSINESS.* Bidder is a certified Veteran-Owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans' Affairs).
- OR
- NOT VETERAN-OWNED BUSINESS.* Bidder is not a certified Veteran-Owned business under RCW 43.60A.190.
19. **REFERENCES.** Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Master Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder’s authorized person Print Name of person making certifications for Bidder

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return this Bidder’s Certification to Procurement Coordinator at:
DESContractsTeamCypress@des.wa.gov



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation No.:	02120 Sign Language Interpreter Services with Referral Agencies
Bidder:	

BIDDER INFORMATION	
Legal name (from Business License) and address: _____ Business Name _____ Address _____ City, State, Zip Code	
Washington State Department of Revenue Registration Number Note: This is the Unified Business Identifier (UBI)	_____
Federal Tax ID No. (TIN): Note: If your TIN is a Social Security number, provide only the last four digits.	_____
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide MWBE certification no. _____
Is your firm a self-certified Washington State small business? Note: See definitions of ‘microbusiness,’ ‘minibusines,’ and ‘small business,’ set forth in RCW 39.26.010.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what is your business size? Small <input type="checkbox"/> Mini <input type="checkbox"/> Micro <input type="checkbox"/>
Is your firm certified as Veteran Owned with the Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide WSDVA certification no. _____

CONTRACT MANAGEMENT POINTS OF CONTACT	
Authorized Representative Name: _____ Email: _____ Phone: _____	Contract Administrator Name: _____ Email: _____ Phone: _____
Sales Reporting Representative Name: _____ Email: _____ Phone: _____	Sales Reporting Alternate Name: _____ Email : _____ Phone: _____
Management Fee Representative Name: _____ Email: _____ Phone: _____	Management Fee Contact Alternate Name: _____ Email: _____ Phone: _____
Address for Enterprise Services to send management fee invoices: Company name: _____ Attn: _____ Address: _____ City/State/Zip: _____	

ORDERING/SALES POINTS OF CONTACT (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

Reference 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

PURCHASE CARDS (I.E., CREDIT CARDS)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

Visa Master Card American Express Discover Other: _____

Return this Bidder's Profile to Procurement Coordinator at:

DESContractsTeamCypress@des.wa.gov

EXHIBIT B – SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES STATEMENT OF WORK

The Bidder shall provide Sign Language Interpreting Referral Services as described herein under the terms and conditions, requirements and specifications of the Contract, including fees, for any Purchaser. Services described herein will be requested by Purchasers as needed, based on program/policy requirements and consumer communication.

DEFINITIONS

- a. **“Administrative Service Fee”** is a fee paid to the Contractor monthly by the Office of the Deaf and Hard of Hearing in exchange for required data reports.
- b. **“Appointment”** means a period of time during which a Purchaser has requested interpreting services. One (1) Appointment may span multiple consecutive Business Days. Specific types of Appointments are defined below.
 1. **“Filled Appointment”** means a Bidder has assigned the Interpreter(s) to the Appointment and has confirmed this with the Purchaser.
 2. **“Unfilled Appointment”** is an Appointment for which the Bidder has tried and failed to schedule an Interpreter and has notified the Purchaser.
 3. **“DeafBlind Appointment”** is an Appointment involving close vision, tactile, or pro-tactile requests.
 4. **“Legal Appointment”** is an Appointment where the subject matter is legal in nature. Examples of these Appointments are: meeting with an attorney, administrative hearings, interview and or interaction with Police officer, any type of appeal that impacts housing, fiscal or and individuals civil liberty. SC:L certified Interpreters will receive priority for these appointments and are eligible for Supplemental Fees.
- c. **“Approved Interpreter”** means an Interpreter who has registered with ODHH, has an active RID, BEI or QDI membership, has passed the DSHS background check screening, and is on the ODHH approved Interpreter List.
- d. **“Awarded Referral Agency”** means a Referral Agency who has been awarded a Master Contract through Enterprise Services Competitive Solicitation process.
- e. **“Base Rate”** is the fee paid for the initial Appointment.
- f. **“Business Day”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time (Standard or Daylight, as applicable), except for holidays observed by the State of Washington. One (1) Business Day equals nine (9) business hours per day.
- g. **“Board of Evaluation of Interpreters”** or “BEI” is a state level Certification offered through the Office of Deaf and Hard of Hearing Services (DHHS) [Board for Evaluation of Interpreters \(BEI\)](#) in Texas.
- h. **“Booking Fee”** is the fee an Agency charges for scheduling Sign Language Interpreters.
- i. **“Cancellation”** means an Appointment cancelled by the Purchaser, DSHS/State employee, Customer or Interpreter.
- j. **“Certified Interpreter”** means an interpreter who has demonstrated his/her ability to interpret effectively, accurately and impartially. He/she obtained national interpreter certification by taking national performance and knowledge tests. A certified interpreter has been awarded interpreter certification by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD), and/or the BEI (Texas).
- k. **“Close Vision Interpreting”** refers to a method used with Deaf, hard of hearing, DeafBlind, DeafPlus and Late Deafened individuals who have low vision and rely on their residual vision for communication. Interpreters are situated in close proximity in front of the Customer.

- l. **“Contracted Service Provider”** means a provider, such as the Regional Services Centers, Area Agency on Aging, or Community Psychiatric Clinic, who has a contract with the state of Washington.
- m. **“Customer”** means a Deaf, DeafBlind, Hard of Hearing, Late Deafened or Deaf Plus Customer or resident of the State of Washington, or DSHS/State of Washington Employee utilizing Sign Language Interpreter Services.
- n. **“Deaf”** is a broad term that generally describes people who have a severe to profound hearing loss. Deaf individuals may communicate by American Sign Language (ASL), another form of signed language, lip-reading, English (written or spoken), or any other method of communication. They may use a combination of Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized technology.
- o. **“DeafBlind”** is a term that refers to people who have both visual and hearing losses. The person is either deaf or hard of hearing. Many persons who are DeafBlind communicate by using tactile signing or close vision signing, depending on their vision loss.
- p. **“Deaf Interpreter”** or **“Certified Deaf Interpreter”** is a specialist who is Deaf and provides interpreting services utilizing American Sign Language and other visual and tactile communication forms used by individuals who are Deaf, Hard of hearing or DeafBlind. Being Deaf, the Deaf Interpreter utilizes a distinct set of formative linguistic, cultural, and life experiences. This enables nuanced comprehension and interaction in a wide range of visual language and communication forms influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health. These experiences, coupled with professional training, give the Deaf Interpreter the ability to successfully communicate across all types of interpreted interactions, both routine and high risk. The use of a Deaf Interpreter enables a level of linguistic and cultural bridging that is often not possible when hearing ASL-English Interpreters work alone.
- q. **“Deaf Plus”** refers to a Deaf individual who has an additional disability that may or may not impact their signing ability and language comprehension.
- r. **“Evening, Weekend, and Holiday Rates”** include all hours outside of State business hours, which are Monday to Friday, 8:00 a.m. to 5:00 p.m., State Holidays are as follows: New Year’s Day, Martin Luther King Jr’s birthday, President’s Day Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.
- s. **“Family Member”** means any person who is a relative by blood, adoption, or marriage.
- t. **“Give Back”** means that an Interpreter accepted an assignment, and, within forty-eight (48) hours prior to the Bidder confirmed Appointment, the Interpreter gives back the assignment leaving the Bidder minimal time to find a suitable replacement.
- u. **“Hard of Hearing”** is a term that general refers to people who have mild to moderate hearing loss who may communicate through Sign Language, spoken language or both. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.
- v. **“Health Care Authority or HCA”** means the state agency that purchases health care for more than two million Washington residents through Apple Health (Medicaid), the Public Employees Benefits Board (PEBB) Program, and, beginning in 2020, the School Employees Benefits Board (SEBB) Program. As the largest health care purchaser in the state, we lead the effort to transform health care, helping ensure Washington residents have access to better health and better care at a lower cost.
- w. **“Hourly Rate”** is the rate at which an Interpreter will be reimbursed per hour of service.
- x. **“Interpreter”** - See definition under “Certified Interpreter.”

- y. **“Interpret,” Interpretation” or “Interpreting”** means the process of translating communication between hearing individuals, who communicate in spoken language, and individuals who communicate in sign language. Interpreters must be able to listen to an individual’s words, inflections, and intent and simultaneously render them into sign language using the mode of communication preferred by the Customer. The Interpreter must also be able to comprehend the signs, inflections, and intent of the Customer and speak them in articulate, appropriate English.
- z. **“Interpreter Preference”** means the Customer has indicated that a specific interpreter communicates effectively with the individual and they prefer to work with that interpreter.
- aa. **“Interpreter Referral Agency”** is an organization that provides specialized sign language interpreter referral services. These services include billing, scheduling, assignment, and referral of interpreters to Appointments. Interpreter Referral Agencies may or may not have a contract with the state to provide services.
- bb. **“Late Deafened”** typically refers to the individual who loses hearing later in life. Individuals who are late-deafened have usually maintained spoken communication skills. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.
- cc. **“Late Arrival”** means a time when an Interpreter arrives more than fifteen (15) minutes late for an Appointment.
- dd. **“MCUA”** or **“[Master Contract Usage Agreement](#)”** means an agreement necessary to meet statutory requirements allowing qualifying organizations to use Washington State Master Contracts.
- ee. **“Medicaid”** means Medicaid is the federally matched medical aid program under Title XIX of the Social Security Act (and Title XXI of the Social Security Act for the Children’s Health Insurance Plan) that covers the Categorically Needy (CN) and Medically Needy (MN) programs. It is called Apple Health in Washington State.
- ff. **“Monthly Data Reports”** are reports that Bidders are required to submit to the Office of the Deaf and Hard of Hearing which summarize monthly usage of their ASL interpreting services.
- gg. **“National Association of the Deaf”** or **“NAD”** is a national membership association that previously administered testing for certification of Sign Language Interpreters. National Interpreting Certification (NIC) testing system replaced NAD testing. NAD Certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID.
- hh. **“No Show”** means a Customer, contracted service provider, or Interpreter who does not keep an Appointment at the time scheduled.
Please note: should the Bidder’s Interpreters attend an Appointment and the Customer is not on time, the Interpreter must stay on the premises for twenty (20) minutes after the Appointment start time before declaring a No Show, unless:
 - a. The Customer or Purchaser has asked the Interpreter to stay longer; or
 - b. The Appointment specifies on the request form that the interpreter should remain on the premises for a specified duration regardless of whether the Customer shows up; or
 - c. The Customer or Purchaser dismisses the Interpreter.
- ii. **“Office of Deaf and Hard of Hearing”** or **“ODHH”** is an Office within DSHS’ Aging and Long-Term Support Administration. ODHH received delegation of authority from the Washington Department of Enterprise Services to procure and administer this Contract.
- jj. **“Pre-Certified Interpreter”** means a Sign Language Interpreter who has passed the written component of RID or BEI Certification requirements but has not yet passed the performance exam. Under specific circumstances Pre-Certified Interpreters can work through a Referral

- Agency with a Team that includes a Certified Interpreter or a Deaf Interpreter. Pre-Certified Interpreters require additional criteria per ODHH.
- kk. **“ProTactile Sign Language,” “ProTactile” or “PTASL”** is a form of communication used primarily by the DeafBlind community and which is rooted in touch, communicated on the body. PTASL, developed by and for people who are DeafBlind, can also be used to connect small groups of people in communication, instead of just one-on-one. In some situations, two Interpreters are required to provide effective communication, and if the Appointment is longer than one (1) hour, a team of four (4) could be necessary. Interpreters serving DeafBlind Customers should have additional training and awareness of the socio-cultural aspects besides language, including the culture, philosophy and attitude inherent to the DeafBlind community.
 - ll. **“ProviderOne” or “P1”** means the system commonly referred to as the Medicaid Management Information System (MMIS), and is the federally approved system used by the Washington Medicaid program to pay provider claims for goods and services authorized under the State Plan. The MMIS is certified by CMS and is the primary information system used by HCA to pay for health care.
 - mm. **“Qualified Deaf Interpreter (QDI)”** refers to a non-certified Interpreter who has been assessed and approved for high level of proficiency in two languages, adheres to ODHH code of ethics and best practices and has the appropriate training and experience to interpret. The QDI usually teams with the Certified Deaf Interpreters in a wide range of situations to enhance effective communication. Language equality may be affected in any communication influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health, and is especially crucial in any situation where the Customers health and/or freedom might be at stake.
 - nn. **“Region”** means one (1) of the six (6) Regions of Washington State designated as Northwest, North Central, Eastern, Olympic, Southwest and South Central. The Counties each Region serves is as follows:
 - a. Northwest: Whatcom, San Juan, Island, Skagit, Snohomish, King
 - b. North Central: Okanogan, Chelan, Douglas, Grant
 - c. Eastern: Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman
 - d. Olympic: Clallam, Jefferson, Kitsap, Mason, Grays Harbor, Pierce, Thurston
 - e. Southwest: Pacific Lewis, Cowlitz, Clark, Skamania, Klickitat
 - f. South Central: Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin
 - oo. **“Registry of Interpreters for the Deaf” or “RID”** refers to a national membership organization representing the professionals who provide sign language Interpreting services for the Deaf and Hard of Hearing.
 - pp. **“Request”** refers to Purchaser(s) officially requesting services from Bidders to provide sign language interpretation (either independent Interpreters or Agencies). Requests are made with the Master Contract Interpreter Request Form.
 - qq. **“Supplemental Fees”** are added on to the hourly rate. These are fees paid to Interpreters who have additional Certifications or approved credentials for specialized Appointments. We do not limit scheduling to this pool of Interpreters but we do reimburse these Interpreter’s for taking additional trainings. Supplemental Appointments include:
 - a. DeafBlind Appointment if the Interpreter has Credentials as an Interpreter for DeafBlind.
 - b. DeafBlind Appointments if the Interpreter has Protactile Certification.
 - c. Legal Appointments if the Interpreter has SC:L or has meet the training established by ODHH.
 - d. Mental Health Appointments if the Interpreter has QMHI Certification from Alabama

- e. Health Appointments if the Interpreter has met the required training hours, or has received a Certificate in Healthcare Interpreting from Rochester Institution of Technology (RIT), or a Certification in Healthcare Interpreting from the Certification Commission for Healthcare Interpreters.
- rr. **“Specialty Certification: Legal (SC:L)”** is a credential is fully recognized by RID, but the designation is no longer awarded by RID. This credential was offered beginning in 1998 and went into moratorium effective January 1, 2016. Holders of this specialist certification demonstrated specialized knowledge of legal settings and greater familiarity with language used in the legal system. These individuals are typically recommended for a broad range of assignments in the legal setting.
- ss. **“Travel Time”** is the time an Interpreter uses to commute to and from an Appointment. Travel time, if more than one (1) hour each way, is added to the total time of the initial Appointment request. See “Payment for Services, Travel Reimbursement” in Exhibit C – Bid Price for additional information.

1. PURCHASERS

- a. Bidder acknowledges that use of the Contract by any city, county, state agency, state school district, state higher education institution, public utility district, Medicaid provider, or organization that has a Master Contract Usage Agreement (MCUA) is discretionary.
- b. Services described herein will be requested by Purchaser as needed, based on program/policy requirements and Consumer communication needs and preferences.
- c. The Bidder acknowledges that payment for any services provided under this Contract is the sole responsibility of the Purchaser.

2. SERVICE AREA

- a. The Bidder shall recruit and confirm their interpreters have approved Certifications, and qualifications established by the Office of Deaf and Hard of Hearing (ODHH) in one (1) or more regions as indicated by the Bidder.
- b. Bidder may have Interpreters located in one (1) or more regions and must have at least two (2) Interpreters in a Region to be able to substitute of necessary. See "Region" in Definitions for Counties included in each Region.

3. BIDDER AVAILABILITY

- a. Fax, instant messaging, and other modes of communication may be used at the Bidder's option, but cannot substituted for telephone, videophone, and email responses.
- b. If Bidder is not open during evening and weekends, the Bidder must have an outgoing answering message and/or service that indicates the Bidder's regular service hours and response time, as well as an electronic away message (i.e. Outlook "Out of Office" reply) for all emails received after business hours.
- c. During Bidder's vacation and holidays, the Bidder must have an answering message and/or service that indicates Bidder's return time, when the Bidder will respond to requests, and refer Purchaser to ODHH's website which provides a list of available agencies.

4. INTERPRETER SERVICES AVAILABILITY

- a. The Bidder must be available for Medicaid Appointments at any time during the day or week. Requests during Monday through Friday 8:00 am to 5:00 pm hours are paid at the standard rate. Requests outside these hours will be paid at the Evening, Weekend and/or Holiday Rate.
- b. In an event where the Bidder indicates that they are unable to fill the Purchasers request, the Bidder shall try at least at least two (2) other approved Interpreters before proceeding to fill the request with an Interpreter who has not been approved by ODHH.

5. INTERPRETER, CREDENTIALS

- a. The Bidder shall only assign approved interpreters in response to authorized Purchaser requests.
The Bidder's interpreters must have an active membership in good standing with Washington State Registry of Interpreters for the Deaf (WSRID).
 - i. Out of state Interpreters who work frequently in Washington are required to become members of WSRID.
- b. The Bidder's interpreters must have at least one (1) of the following active credentials:
 - i. Certificate of Interpreting ("CI") from the Registry of Interpreters for the Deaf;
 - ii. Certificate of Transliteration ("CT") from the Registry of Interpreters for the Deaf;

- iii. Comprehensive Skills Certificate (“CSC”) from the Registry of Interpreters for the Deaf;
- iv. Reverse Skills Certification (“RSC”) from the Registry of Interpreters for the Deaf;
- v. Interpretation Certificate (“IC”) from the Registry of Interpreters for the Deaf;
- vi. Transliteration Certificate (“TC”) from the Registry of Interpreters for the Deaf;
- vii. Master Comprehensive Skills Certificate (“MCSC”) from the Registry of Interpreters for the Deaf;
- viii. National Interpreter Certification (“NIC”), NIC Advanced or NIC Master from the Registry of Interpreters for the Deaf;
- ix. Generalist/Level III Certification from the National Association of the Deaf;
- x. Advanced/Level IV Certification from the National Association of the Deaf;
- xi. Master/Level V Certification from the National Association of the Deaf;
- xii. Advanced Certification from the Texas Board for Evaluation of Interpreters;
- xiii. Master Certification from the Texas Board for Evaluation of Interpreters;
- xiv. Certified as a Deaf Interpreter through ODHH;
- xv. Qualified as a Deaf Interpreter through ODHH; or
- xvi. Qualified as a Pro-Tactile ASL (PTASL) Interpreter through ODHH, Western Oregon University or any approved DeafBlind Service Provider in Washington State.

6. INTERPRETER REGISTRATION

The following information is to instruct the Bidder regarding the registration process their Interpreters must follow to be considered an approved Interpreter.

a. INITIAL REGISTRATION

- i. New interpreters must first submit an on-line application to DSHS’ Background Check Central Unit. Information about the process and the application can be found by visiting the [DSHS Background Check Central Unit](#) webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. The Interpreter’s Background Check confirmation number will be required with the Interpreter’s ODHH registration.
- ii. The initial registration process involves a 24/7 [online registration](#) with ODHH.
- iii. Interpreter must email a copy of their initial, approved Certification to ODHH. In lieu of the Certification, a verification letter with the date the Interpreter’s Certification was obtained from RID or BEI may be submitted. This submission is a one (1) time requirement.
- iv. Interpreters must electronically submit a current, taken within a year, colored photo for the Interpreter’s Identity Badge. This photo will also be posted online on the ODHH Interpreter List.
- v. To accept HCA Medicaid requests, Interpreters must register with ProviderOne and obtain a National Provider Identification (NPI) number. Medicaid requests shall only be paid through ProviderOne.

b. ANNUAL RENEWALS FOR INTERPRETERS

- i. Referral Agency Interpreters must renew their [Sign Language Interpreter](#) registration online with ODHH between April 1 and July 1 each year.
- ii. As with initial registration, renewing interpreters must first submit their on-line application to DSHS’ Background Check Central Unit. Information on the process and the application can be found by visiting the [DSHS Background](#)

[Check Central Unit](#) webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. The Interpreter's Background Check confirmation number will be required with the Interpreter's ODHH annual renewal.

- iii. Part of the annual registration process involves ODHH verifying the Interpreter's Certification status. This action may take up to ninety (90) days to complete. A lapse in Certification could change an interpreter's Rate. Interpreters should contact and work with their Certification entity should their Certification does not reflect their experience.

7. ANTI-COMPETITIVE PRACTICES

a. BIDDER'S PRACTICES

The Bidder must not engage in anti-competitive practices which might have the foreseeable effect of restricting or diminishing the availability of interpreting services under this Contract. Prohibited actions include, but are not limited to, the following:

- i. Requiring Interpreters to work exclusively with the Bidder;
- i. Requiring Interpreters to sign a non-compete agreement;
- ii. Retaliation or threats against an Interpreter who refuses to work exclusively with the Bidder or will not sign a non-compete agreement;
- iii. Contacting Consumers or Purchasers directly to solicit future business; and
- iv. Offering compensation or other special consideration to Consumers or Purchasers in exchange for the promise of future business.

b. INTERPRETERS' PRACTICES

The Bidder shall ensure that their Interpreters also do not engage in anti-competitive practices which might have the foreseeable effect of restricting or diminishing the availability of interpreting services under this Contract. Prohibited actions, but are not limited to, the following:

- i. Requiring the Bidder to work exclusively with the Interpreter;
- ii. Requiring the Bidder to sign a non-compete agreement;
- iii. Retaliation or threats against the Bidder who refuses to work exclusively with the Interpreter or will not sign a non-compete agreement;
- iv. Contacting Consumers or Purchasers directly to solicit future business; and
- v. Offering compensation or other consideration to Consumers or Purchasers in exchange for the promise of future business.

8. INTERPRETER REQUEST PROCESS

The Bidder shall follow the process described below for receipt of all Interpreter Requests:

a. RECEIVING INTERPRETER REQUESTS

- i. The Bidder will receive Requests for Interpreter Services from Purchasers via the [Master Contract Sign Language Interpreter Request form](#). Purchasers requesting via telephone call, voice message, or email must be instructed to utilize the [Master Contract Sign Language Interpreter Request form](#). Requests should contain, at a minimum, the following information:
 - 1. Date, time, and duration of the Appointment;
 - 2. Location of the Appointment;
 - 3. Purchaser's name, place of business, and contact information;
 - 4. Name(s) of the Consumer(s), to the extent known at the time of the Request;

5. Nature and venue type of the Appointment, such as a one-on-one meeting, a conference or webinar;
 6. Contact information of the Consumer, if that individual is different than the Purchaser; and
 7. Preferred Interpreter(s), if any.
 8. A prior authorization number if it is an HCA Medicaid request
- ii. A Request is deemed received and complete by the Bidder as soon as all of the required information is obtained.
 - iii. If the Bidder receives an incomplete Request, the Bidder shall respond to the Purchaser and obtain the remaining required information as soon as possible.
 - iv. Bidder will add the following information to the Request form:
 1. Required amount of travel time to and from the Appointment;
 2. Mileage to and from the Appointment; and
 3. Billing details
- b. CONFIRMATION OF REQUESTS
- i. The Bidder shall acknowledge a complete Request from a Purchaser with a telephone call, voice mail message, and/or email message to the Purchaser within two (2) business hours, or by the end of that business day, whichever occurs first.
 - ii. Once the Bidder acknowledges the Request, the Bidder will contact the tentatively scheduled Interpreter(s) within two (2) business days to confirm the Request.
 - iii. The Bidder will send email confirmation that the request has been filled to the Purchaser, and the Customer (if different person) as soon as possible and not to less than forty-eight (48) hours prior to Appointment.
 - iv. If the Bidder is unable to reach the preferred Interpreter(s) within this time frame, the Bidder will contact the Purchaser to inform and offer the option of requesting and contacting a different Interpreter (or Interpreters). If the Purchaser is not in agreement, they may choose to terminate the Request and seek elsewhere without negative repercussion from the Bidder.

9. SCHEDULING INTERPRETERS

- a. The Purchaser shall follow Bidder's recommendation regarding the appropriate number of Interpreters needed for a specific Appointment. If Purchaser disagrees, Purchaser should contact ODHH for second opinion.
- b. Circumstances requiring two (2) or more Interpreters, regardless of the length of the Appointment, may include, but are not limited to, the following:
 - i. Type of Request;
 - ii. Appointment involving a Consumer who is DeafBlind and requires the use of Pro Tactile or close vision sign language;
 - iii. Appointment involving Consumer who requires additional language support that can be provided by a Deaf Interpreter (especially in Appointments which may involve determinative action) may include, but are not limited to:
 1. Psychiatric evaluation;
 2. Psychological, neuropsychological or forensic evaluation;

- 3. Assessment for independent living;
- 4. Administrative hearings;
- 5. Trainings
- iv. Appointment of any length involving two (2) or more Consumers who might need to split up to join different trainings, group discussions, etc.
- c. If a scheduled Interpreter is unable to make a confirmed Appointment, it is the responsibility of the Bidder to make arrangements for another Interpreter (with similar experience and language skills), and to notify the Purchaser of the change.
- d. Bidder must be able to provide a Deaf Interpreter.
- e. Bidder and Purchaser may consult with ODHH to make the best determination regarding whether or not a Deaf Interpreter is needed for an Appointment.

10. INTERPRETER SELECTION

- a. The Bidder shall make every effort to fill a Request with an Interpreter who is suitable for the job based on the following factors:
 - i. Language and communication style of the Consumer(s);
 - ii. Interpreter(s) meets facility specific requirements;
 - iii. Interpreter(s) meets all Appointment specific requirements;
 - iv. Preferred Interpreter indicated by the Consumer(s) and/or Purchaser;
 - v. Additional known issues presented by the Consumer(s), if any, that might affect communication, including but not limited to: physical, visual, developmental, or mental health condition;
 - 1. A Deaf Interpreter should be used in situations that determine the next course of action for a Customer, including but not limited to the following types of Appointments: psychiatric evaluation; psychological, neuropsychological or forensic evaluation; assessment for independent living; administrative hearings; and/or trainings.
 - 2. If the Bidder assesses that they can provide the most effective communication by teaming with a Deaf Interpreter, the Bidder shall advise the Purchaser to contact an Interpreter Referral Agency to request the Deaf Interpreter. The Purchaser and the Agency shall not dismiss the Bidder.
 - vi. Nature of the Appointment;
 - vii. Location of the Appointment (e.g. prison, special commitment center, home visit); and
 - viii. Interpreter’s skills, experience, and credentials.
 - ix. Potential conflict of interest; prior relationship with or knowledge of any individual(s) involved in the Appointment that might compromise the Interpreter’s objectivity or result in significant discomfort for the Consumer(s).
- b. In the event that a Purchaser specifically requests a particular Interpreter who is on the Approved Interpreter list and does business with the Bidder, the Bidder shall attempt to schedule that Interpreter first, before attempting to fill the Request with any other Interpreter(s).
 - i. The Bidder will use the Interpreter(s) preferred by the Consumer and/or Purchaser, unless:
 - 1. The Bidder does not do business with the preferred Interpreter(s);

2. The Bidder has reason to believe that scheduling the requested Interpreter(s) would compromise the Consumer's communication access or violate the terms of this Contract; or
 3. There exists potential conflict of interest, e.g., prior relationship with or knowledge of an individual(s) involved in the Appointment that might compromise the Interpreter's objectivity or result in significant discomfort for the Consumer(s).
- ii. If the requested Interpreter is unavailable, the Bidder shall disclose that fact and obtain consent from the Purchaser to proceed before attempting to fill the Request with any other Interpreter(s).
 - iii. The Bidder shall not schedule an Interpreter who is a family member of the Consumer, Purchaser, or any individual who shall be actively participating in the Appointment beyond the role of Interpreter.
 - iv. The Bidder shall not schedule an Interpreter who is known to have a business relationship with the Consumer, Purchaser or any person who will be participating in the Appointment.
 - v. The Bidder shall not schedule an Interpreter who is known to have a financial interest in the outcome of the Appointment.
 - vi. If any of the above circumstances apply, the Bidder shall so advise the Purchaser.

11. INTERPRETER REPLACEMENT / SUBSTITUTION

- a. The Purchaser reserves the right to reject any or all of the Interpreters selected by the Bidder as unacceptable within twenty-four (24) hours of receiving confirmation that the Request was filled during normal State business hours.
- b. In an event where an Interpreter is replaced due to circumstances beyond the Bidder's control, the Bidder must receive approval from the Purchaser on the Interpreter's replacement. The Bidder must not replace an approved Interpreter without receiving prior approval from the Purchaser.
- c. If the Bidder receives a Request to use an Interpreter who is not on the ODHH List of Interpreters, or to use an Interpreter who the Bidder believes is a poor match for the Request, or to otherwise fill a Request in a manner that would not be in compliance with this Contract, the Bidder shall attempt to resolve the matter with the Purchaser and/or Consumer.
- d. If the Bidder and the Purchaser and/or Consumer are unable to come to a mutually agreed solution, the Bidder shall decline to fill the Request and refer Purchaser and/or Consumer to ODHH for clarification of the terms of this Contract.
- e. Once the Interpreter is selected and their availability is confirmed, the Interpreter is expected to keep the assignment and the Bidder is not allowed to substitute another Interpreter.

12. PROVIDING SERVICE AT APPOINTMENTS:

Bidders shall make sure Interpreters adhere to the following regarding Appointments:

- a. Interpreter(s) shall arrive on time to scheduled Appointments. This includes allowing ample time for parking and commute into the Appointment location.

- b. If Interpreter(s) is/are more than fifteen(15) minutes late, fifteen(15) minutes of billable time will be deducted from the Base Rate. This does not apply to situations in which the Bidder had already negotiated the expected start time.
- c. If it appears that the Appointment will not be completed before the scheduled end time, the Interpreter(s) shall communicate with the Purchaser, allowing ample notice to wrap up. Interpreter(s) shall not walk out of any Appointments before completion.
- d. Interpreter(s) shall document additional time worked on the Interpreter Request form.
- e. Interpreter(s) shall have Request Form signed by Purchaser prior to leaving the Appointment.

13. CONDUCT EXPECTATIONS

a. INTERPRETER CONDUCT & EXPECTATIONS

- i. The Bidder must ensure that the Interpreters assigned under this Contract are familiar with and adhere to [RID's Code of Professional Conduct](#).
- ii. In the event that the Bidder becomes aware of their Interpreter acted (or allegedly acted) in violation of RID's Code of Professional Conduct, the Bidder must:
 1. Immediately notify the party or parties affected by the violation (or alleged violation) of their right to initiate a complaint with RID or BEI, as well as their right to exclude the Interpreter from future Appointments;
 2. Immediately notify ODHH of the (alleged) violation including the date it occurred and the date the Bidder became aware of the violation.
 3. Follow the Bidder's internal protocol for investigating and reporting an alleged violation. This investigation and report is completed no more than thirty (30) days after discovery of the alleged violation.
- iii. As soon as the investigation and report are complete, share the results with ODHH. Should the Bidder's Interpreter be found in violation of RID's Code of Professional Conduct, the Interpreter may be prohibited from providing services under this Contract and may be removed from the ODHH list of approved Interpreters.

b. BIDDER CONDUCT & EXPECTATIONS

- i. The Bidder must ensure that the Interpreters assigned under this Contract are appropriately matched to the Appointment type.
- ii. If the Bidder becomes aware that the Interpreter was not a good match for an Appointment (or multiple Appointments) the Bidder shall not assign that Interpreter to future Appointments with that specific Consumer.
- iii. Bidders may be required to agree to additional privacy protections to provide services for some agencies. For example, successful Bidders that wish to provide services for agencies that are covered entities under HIPAA may be required to execute business associate agreements.

14. INVOICE AND BILLING REQUIREMENTS

- a. The Bidder shall submit an invoice to the Purchaser's billing address or a designated email address for each Appointment with the associated, completed and signed [Master Contract Sign Language Interpreter Request form](#).
- b. The Bidder shall submit claims for HCA Medicaid requests to ProviderOne. HCA will not accept emailed invoices.

- c. Each invoice or claim shall be submitted for payment no later than ninety (90) days from date the service was provided.
- d. All billing documents must be accurate, legible, and complete.
- e. Bidder must submit their invoices in accordance to the stipulations outlined in the **PAYMENT PROCESSING** section below. Invoices must include:
 - i. A formatted invoice OR completed State of Washington Invoice Voucher Form A 19-1A;
 - ii. Contract Number;
 - iii. Interpreter’s name;
 - iv. Interpreter’s Hourly rate;
 - v. Bidder’s unique Invoice Number;
 - vi. Bidder’s Statewide Vendor Number;
 - vii. The organizational/requesting entity’s name;
 - viii. Date and time slot required for the Appointment. The time should be either the scheduled start time of the Appointment or the time the Sign Language Interpreter shows up after the scheduled start time, whichever is later, through either the scheduled or actual end time, whichever is later.
- f. Bidder must submit their HCA Medicaid claims into ProviderOne in accordance with the ProviderOne Billing and Resource Guide. Claims must be properly completed to be accepted by ProviderOne. All fields marked with an asterisks are required. Additional required documentation:
 - i. Fully completed Master Contract Interpreter Request Form
 - ii. Prior Authorization number
 - iii. Proof and documentation of travel, toll, and mileage expenses
- g. Bidders requiring access to the ProviderOne Billing system must follow the guidelines set forth on the provider enrollment resource page, of the Health Care Authority’s website.
- h. Bidder’s billing documents must include a completed “Verification Information” section on Master Contract Sign Language Interpreter Request Form, signed by both the Interpreter and Purchaser or Purchaser.
- i. For each and every Appointment billed on an invoice, all reimbursable services and fees must be submitted with the required documentation as listed above.
- j. If the Purchaser cancels an Appointment, the Bidder must include the cancellation information on the Master Contract Sign Language Interpreter Request Form. This form must then be signed by the Bidder to verify the Cancellation.

15. PAYMENT PROCESSING

a. PAYMENT TIME FRAME (NET 30 DAYS)

DSHS or the Purchaser’s entity will make payment for satisfactory authorized services provided under this Contract within thirty (30) days of receipt of a complete and accurate invoice.

b. PAYMENT ADJUSTMENTS

Incomplete and/or inaccurate invoices will be returned to the Bidder for correction. The payment within thirty (30) days requirement will not be in effect until DSHS or the Purchaser’s entity receives a corrected invoice. All adjustments to billed Sign Language Interpreter service amounts must be completed within ninety (90) calendar days of the original date of billing by the Bidder, or as extended by the Purchaser. Overpayment or

inappropriate payment related to Medicaid must comply with and are subject to CFR 42 Part 455 and WAC 182-502a-0701.

c. DISALLOWED PAYMENTS

DSHS or the Purchaser's entity shall not pay for services rendered under the following circumstances:

- i. The Interpreter is an Employee of DSHS or of the Purchaser's entity; or
- ii. The Interpreter is a Family Member of the Consumer.
- iii. The HCA Medicaid request was not prior authorized
- iv. The Interpreter is not qualified or authorized to provide services for the Customer.

I hereby certify that I can meet the requirements in the Statement of Work.

Bidder Name: _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder's authorized person Print Name of person making certifications for Bidder

Title: _____
Title of person signing certificate Place: _____

Date: _____ Print city and state where signed

Return to Procurement Coordinator at: DESContractsTeamCypress@des.wa.gov

EXHIBIT C – BID PRICE

Bidder will need to provide a price for a Booking Fee, which is inclusive of all costs. For each Appointment, awarded Bidders must compensate their Interpreters the same as they bill the Purchaser’s entity/agency, as listed in the Rate chart below.

BOOKING FEE:

Bidder shall select and provide a Booking Fee for each Appointment, and each region(s) Bidders can provide Interpreter Services.

	REGION	BOOKING FEE
	North West	
	North Central	
	Eastern	
	Olympic	
	South West	
	South Central	

1. PAYMENT FOR SERVICES

a. INTERPRETER RATES

- i. An Interpreter’s Hourly Rate is determined by the number of years of experience post-Certification and the County where the services are rendered.
- ii. Interpreters will enter the new pay bracket at the beginning of each quarter, January 1st, April 1st, July 1st, and October 1st, not on their anniversary date.
- iii. Refer to **TABLE 1, TABLE 2, TABLE 3, and TABLE 4** below for current rates.
- iv. An Interpreter’s years of experience are measured from the date of an approved Registry of Interpreters of the Deaf (RID) certification, or an approved Texas BEI Certification, through the present day, unless there is a lapse in membership. Any lapse in membership must be resolved with RID or BEI.
- v. Qualified Deaf Interpreter’s start at zero (0) years of experience when enrolling for the first time with ODHH.
- vi. All Appointments start with a Base Rate, which is the Interpreter’s Hourly Rate x 1.5. All Appointments are scheduled for one (1) hour, even if you only need thirty (30) minutes.
- vii. If an Appointment lasts longer than, one (1) hour, the Bidder shall invoice the Purchaser the regular Hourly Rate in fifteen (15) minute increments, by rounding up.
- viii. Evening, weekend, and holiday Rates include all hours outside of State business hours, which are Monday through Friday, 8:00 a.m. to 5:00 p.m. State Holidays are as follows: New Year’s Day, Martin Luther King Jr’s birthday, President’s Day Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

b. CANCELLATION AND OTHER FEES

- i. Forty-eight (48) or more hours' notice for cancellation of an Appointment by Purchaser is considered ample time and will result in no invoicing, fee, or pay for Interpreter.
 - ii. Cancellation of an Appointment by Purchaser with less than forty-eight (48) hours' notice will result in being billed for time reserved.
 - iii. Supplemental fees are not paid when Appointments are cancelled.
 - iv. Parking associated with Appointments may be billed with a valid receipt.
 - v. Meals associated with Appointments may be billed per OFM Regulations. Meals are only associated with overnight requests.
- C. TRAVEL REIMBURSEMENT
- i. Gas mileage associated with Appointments will be billed per OFM Regulations at the start of each Appointment.
 - ii. Travel is built into the initial appointment time. When an Interpreter receives a request, the Interpreter shall indicate the time needed for them to do the assignment.
 - iii. Travel is not included in Appointments that are longer than 7 hours in length. Gas mileage will be billed per OFM Regulations at the start of each Appointment.

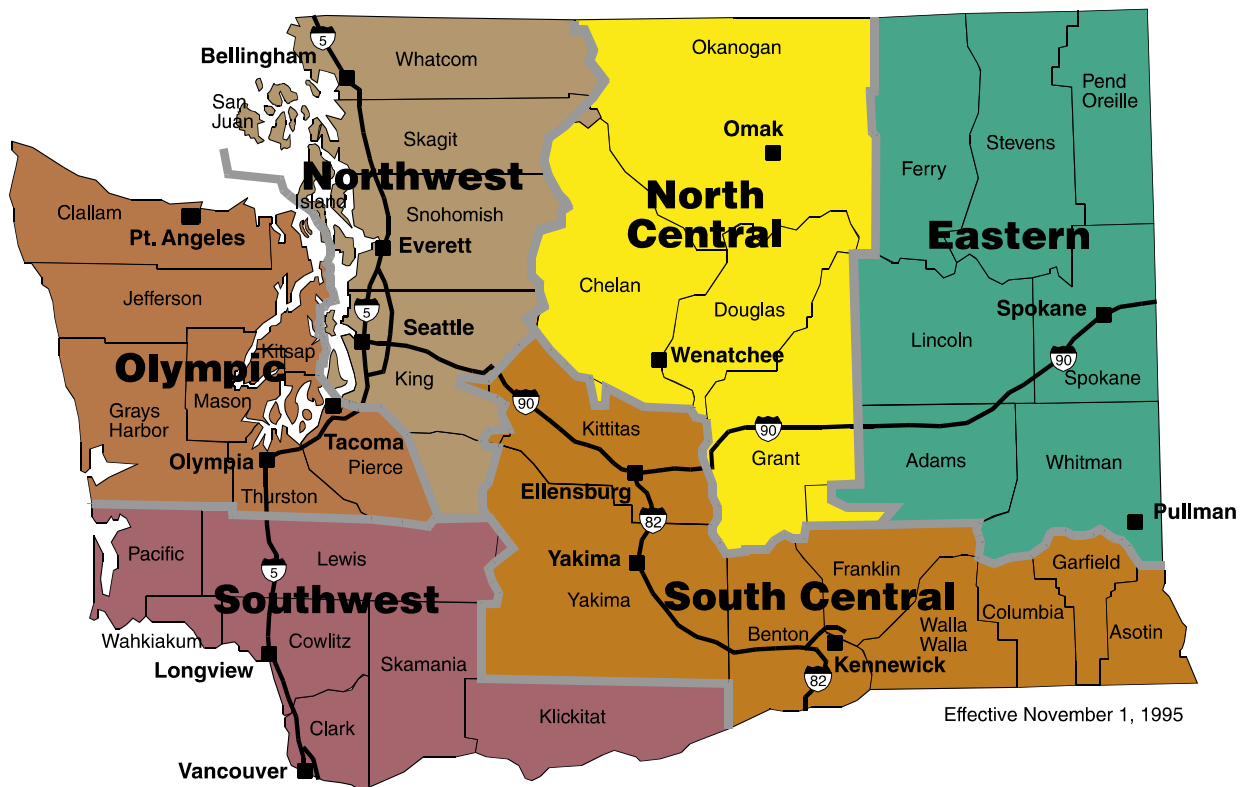


Table 1

Hourly rates for Referral Agencies For Non-King Co.				
Interpreter's Certification Status and Years of Experience	Regular Hourly Rate	Base Rate (1.5 Base Rate)	Evening, Weekend, Holiday Regular Hourly Rate	Evening, Weekend, Holiday Base Rate
Certified Interpreters - from 1 year anniversary to the end of 5th year	\$56.65	\$84.98	\$61.65	\$89.98
Certified Interpreters – from 6 year anniversary to the end of 10 th year	\$59.74	\$89.61	\$64.74	\$94.61
Certified Interpreters – from 11 year anniversary to the end of the 15 th year	\$62.83	\$94.25	\$67.83	\$99.25
Certified Interpreters – from 16 year anniversary to the end of the 20 th year	\$65.92	\$98.88	\$70.92	\$103.88
Certified Interpreters – with 21 years or more of experience	\$69.01	\$103.52	\$74.01	\$108.52

Table 2

Hourly rates for Referral Agencies For King Co.				
Interpreter's Certification Status and Years of Experience	Regular Hourly Rate	Base Rate (1.5 Base Rate)	Evening, Weekend, Holiday Regular Hourly Rate	Evening, Weekend, Holiday Base Rate
Certified Interpreters - from 1 year anniversary to the end of 5th year	\$62.83	\$94.25	\$67.83	\$99.25
Certified Interpreters – from 6 year anniversary to the end of 10 th year	\$65.92	\$98.88	\$70.92	\$103.88
Certified Interpreters – from 11 year anniversary to the end of the 15 th year	\$69.01	\$103.52	\$74.01	\$108.52
Certified Interpreters – from 16 year anniversary to the end of the 20 th year	\$73.13	\$109.70	\$78.13	\$114.70
Certified Interpreters – with 21 years or more of experience	\$76.22	\$114.33	\$81.22	\$119.33

Table 3

Hourly rates for Deaf-Blind Clients King Co.					
Interpreter's Certification Status and Years of Experience	Regular Hourly Rate	Base Rate (1.5 Base Rate)	Deaf-Blind Regular Rate (+\$5.00 to Base then Hourly)	Deaf-Blind PTASL Rate (+\$5.00 to Regular Deaf-Blind Rate)	Evening, Weekend, Holiday Rate
Certified Interpreters - from 1 year anniversary to the end of 5th year	\$65.58	\$98.36	\$103.36 Base \$70.58 Hourly	\$108.36 Base \$75.58 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 6 year anniversary to the end of 10 th year	\$68.80	\$103.20	\$108.20 Base \$73.80 Hourly	\$113.20 Base \$78.80 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 11 year anniversary to the end of the 15 th year	\$72.03	\$108.04	\$113.04 Base \$77.03 Hourly	\$118.04 Base \$82.03 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 16 year anniversary to the end of the 20 th year	\$76.33	\$114.49	\$119.49 Base \$81.33 Hourly	\$124.49 Base \$86.33 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – with 21 years or more of experience	\$79.55	\$119.33	\$124.33 Base \$84.55 Hourly	\$129.33 Base \$79.55 Hourly	Add \$5.00 to Base then Hourly rate

Table 4

Hourly rates for Deaf-Blind Clients Non-King Co.

Interpreter's Certification Status and Years of Experience	Regular Hourly Rate	Base Rate (1.5 Base Rate)	Deaf-Blind Regular Rate (+\$5.00 to Base then Hourly)	Deaf-Blind PTASL Rate (+\$5.00 to Regular Deaf-Blind Rate)	Evening, Weekend, Holiday Rate
Certified Interpreters - from 1 year anniversary to the end of 5th year	\$59.13	\$88.69	\$93.69 Base \$64.13 Hourly	\$98.69 Base \$69.13 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 6 year anniversary to the end of 10 th year	\$62.35	\$93.53	\$98.53 Base \$67.35 Hourly	\$103.53 Base \$72.35 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 11 year anniversary to the end of the 15 th year	\$65.58	\$98.36	\$103.36 Base \$70.58 Hourly	\$108.36 Base \$75.58 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – from 16 year anniversary to the end of the 20 th year	\$68.80	\$103.20	\$108.20 Base \$73.80 Hourly	\$113.20 Base \$78.80 Hourly	Add \$5.00 to Base then Hourly rate
Certified Interpreters – with 21 years or more of experience	\$72.03	\$108.04	\$113.04 Base \$75.03 Hourly	\$118.04 Base \$80.03 Hourly	Add \$5.00 to Base then Hourly rate

EXHIBIT C-1 – SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES QUALIFICATIONS

Bidders shall review all requirements and provide responses to each of the questions below. Bidders shall clearly mark each section of their response. There is a maximum of 110 points available for Bidder's responses.

1. Minimum Qualifications (not scored by evaluators). Bidder must submit the following information for review.

The Bidder shall submit a list of (10) Certified Sign Language Interpreters per region in which they BID; that meet the required qualifications established by ODHH and at least three (3) Certified or Qualified Deaf Interpreters.

The Bidder shall provide justification for Regions in which they do not have Interpreter's for at this time, and explain how they plan to recruit.

- a) Describe your company's overall profile to include but not limited to:
 - i. Your company history (including any subcontractors), ownership, organizational structure and duration of services for your company's principal officers.
 - ii. Your company's affiliates, subsidiaries and/or parent company.
 - iii. Provide the names and resumes of your business' leadership team who, if awarded a contract, will lead the sign language recruitment efforts. All resumes should be combined into one document/attachment and clearly identified as the Bidder's Staff Resumes

To be scored by evaluators:

Please provide your responses with no reflection of your business name, or names of any staff. Failure to do so may result in disqualification.

1. Appointment matching and scheduling practices (80 points)
 - a) 10 Points: Describe how your business will assign interpreters to unknown Deaf clients?
 - b) 10 Points: Describe how your business will monitor interpreters to comply with confidentiality rules and follow the Code of Professional Conduct.
 - c) 10 Points: Describe your grievance process for the Interpreters employed or subcontracted by your firm.
 - d) 10 Points: Describe your business' quality assurance plan. Please include your methods for monitoring, tracking and assessing the quality of services.
 - e) 10 Points: Describe in detail how will you monitor and address Interpreters who accept jobs only to later "Give Back"?
 - f) 10 points: Describe in detail your recruitment plan for an interpreter request you receive 3-4 weeks in advance?
 - g) 10 points: What is your approach for last minute appointments, 48hours or less?
 - h) 10 Points: Provide your business' process for monitoring Interpreters who "Give Back" Appointment assignments. Describe your "Give Back" policy for the subcontractors to adhere.
2. Customer Service (30 points):
 - a) 10 points: Describe your business' ability to communicate directly with your clients regarding issues and concerns.
 - b) 10 points: Does your business have the ability to respond to concerns and issues within 72 hours?

c) 10 Points: Describe support strategies you provide to your subcontractors.

EXHIBIT D – MASTER CONTRACT



COOPERATIVE PURCHASING MASTER CONTRACT

No. 02120

SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

Dated _____, 2020

COOPERATIVE PURCHASING MASTER CONTRACT

No. 02120

SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES

This Cooperative Purchasing 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 _____, a _____ (“Contractor”) and is dated and effective as of _____, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 43.19.005, the State Legislature has delegated state procurement authority for goods and services to Enterprise Services. In addition, to enable cost-effective and efficient procurement of goods and services by state agencies and, as desired, by certain other statutorily authorized eligible purchasers, the State Legislature has authorized Enterprise Services, as the state’s central procurement authority, to develop master contracts that may be used by state agencies and certain other statutorily authorized eligible purchasers. See RCW 39.26.080(3). In addition, the State Legislature has authorized Enterprise Services, on behalf of the State of Washington to participate in, sponsor, conduct, or administer cooperative purchasing agreements for the procurement of goods and services with certain statutorily defined governmental entities. See RCW 39.26.060(1).
- B. Pursuant to Legislative authorization, the Washington State Department of Social and Health Services’ Office of Deaf and Hard of Hearing (ODHH) has served the Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus communities in the State of Washington for over thirty years. ODHH provides equal access opportunities through statewide interpreter services for Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus individuals to access state government activities. In particular, ODHH endeavors to ensure that all Deaf, Deafblind, Hard of Hearing, late Deafened, and Deaf Plus Washington residents and employees have equal access opportunities for effective communication through face-to-face sign language interpreting services (F2F) and video remote interpreting services (VRI) to access state government activities.
- C. Enterprise Services has exercised its discretionary authority to enter into a cooperative purchasing agreement with ODHH to create a cost-effective, efficient, value-added procurement solution to enable authorized purchasers to procure Sign Language Interpreter Services with Referral Agencies.
- D. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 02120 dated March 23, 2020 regarding Sign Language Interpreter Services with Referral Agencies.
- E. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful contractor.
- F. 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.
- G. The purpose of this Master 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 Master Contract is seventy-two (72) months, commencing May 1, 2020 and ending April 30, 2026.
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 commissions.
 - 2.2. **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following institutions of higher education 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. **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 – SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES AND PRICE**
 - 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those or services set forth in *Exhibit A – Sign Language Interpreter Services with Referral Agencies Statement of Work* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell services beyond those set forth in *Exhibit A – Sign Language Interpreter Services with Referral Agencies Statement of Work*.
 - 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. **INTERPRETER HOURLY RATES.** Contractor guarantees to provide the contracted services for the hourly rates set forth in *Exhibit B – Fees/Rates*. The rates fees/rates set forth in Exhibit B are

firm and fixed for one year from the effective date of this Contract. ODHH, however, may adjust such rates on July 1 of each calendar year and such adjusted rates shall be effective for services performed thereafter.

- 3.4. **PRICE ADJUSTMENTS.** The Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for one (1) year from the Contract's effective date. Contractor, however, may propose price increases on a semi-annual basis by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by original Contract pricing. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Contract Administrator. If a price increase is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract extensions contingent on price adjustments.
- 3.5. **NON-EXCLUSIVE CONTRACT.** Notwithstanding any provision to the Contrary, Enterprise Services reserves the right throughout the term of this Contract to enter into additional contracts with other parties to meet the needs of the State of Washington.
- 3.6. **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. **PERFORMANCE & DELIVERY OF SERVICES.** Contractor represents and warrants that in performing this Contract, Contractor shall:
 - (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - (b) Meet or exceed the performance and operational standards, requirements, and specifications set forth in this Contract;
 - (c) Provide all contractual requirements or deliverables in good quality with no material defects;
 - (d) Obtain and maintain in good status all necessary licenses, permits, or other authorizations necessary for the performance of the Contract;

- (e) Cooperate with Purchaser to achieve the objectives of the Contract;
- (f) Return to Purchaser any Purchaser-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; and
- (g) Not interfere with the State and Purchaser's operations.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

- 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, among its workers, 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 this Master Contract.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's Bidder 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.
- 4.7. VETERAN-OWNED BUSINESS. [To be inserted if bidder is awarded preference points as a Veteran-Owned Business per RCW 43.60A.190]
- 4.8. 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.

- 4.9. 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.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. 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.
- 4.12. 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 sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

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. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.
- 5.2. ON SITE REQUIREMENTS. While 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.
- 5.3. MONTHLY DATA REPORTS. Contractor must retain data on requests that are filled and unfilled. The Contractor shall incorporate this data into the required Monthly Data Reports. ODHH reserves the right to request backup details to verify data in the Monthly Data Reports.
 - (a) The Contractor shall submit each month’s Data Report to ODHH via email at the end of each month.
 - 1. Data Elements
 - i. Within the Monthly Data Report, requested and/or received services shall be separated as shown on the report template or as requested in subsequent communication from the Contract Administrator.

- ii. Services requested and received must be separated by each State of Washington Agency, Department, Administration, Division and MCUA participant. An electronic version of the report template and a list of each State of Washington state agency will be provided to Contractors at the time of Contract execution.
- iii. The Contractor's Monthly Data Report must include a minimum of the following data elements. Should the following data reporting requirements change, ODHH shall give the Contractor a thirty (30) days' notice of the specific changes.

- a. General Information

- 1. Name of the Contractor;
- 2. Report period (month and year); and
- 3. Purchaser Name (not the employee's name, the Department or Division name)

- b. Appointment Information

- 1. Total number of Appointments with completed service;
- 2. Total number of requests unable to fill with an Interpreter;
- 3. Total number of No Shows by Clients, Employee or Service Provider, and Interpreters; (employee and service provider means the same thing)
- 4. Total number of Cancellations with 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
- 5. Total number of Cancellations without 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
- 6. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);
- 7. Total hours and cost billed for Interpreter services at Deafblind rates;
- 8. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations); and
- 9. Total amount of other fees billed such as (mileage, tolls) Parking, lodging, meals?

2. Administrative Fee

- (a) The Office of the Deaf and Hard of Hearing will reimburse the Contractor for each monthly report within five (5) business days.
 - i. No payment will be made if there were no requests. However, the contractor must submit a no service report.

- ii. Reports are submitted using excel. One (1) report can include unlimited worksheets (tabs). Each worksheet captures data for a specific department or division requesting Interpreters. The department and/or divisions are not separated by region, only by King and non-King county.
 - iii. One (1) to Ten (10) worksheets will be reimbursed up to \$15.00 each.
 - iv. The maximum amount of reimbursement is \$300.00 per month.
- (b) Data reports are electronically submitted to signlanguageinterpreters@dshs.wa.gov. ODHH will then review the data and approve or reject the report. Approved data reports will automatically generate a reimbursement request.
- (c) Total payment for late reports will have a 10% deduction per day the report is delinquent.

6. INVOICING & PAYMENT.

6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 02120
- (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) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

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.

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 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:

<p>Enterprise Services Attn: Michelle Jemmott Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-9300 Email: michellee.jemmott@des.wa.gov</p>	<p>Contractor Attn: _____ _____ _____ Tel: (xxx) xxx-xxxx Email: _____</p>
--	--

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:

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

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 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less gas mileage, lodging, meals, supplemental fees and applicable sales tax).

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

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .01.$$
- (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.

9. RECORDS RETENTION & AUDITS.

- 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.
- 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).

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*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for services and no additional payment shall be made.
- 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 in connection with 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 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 Public Convenience. Enterprise Services, for public convenience, may terminate this Master 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) days prior written notice; and *Provided further*, that such termination for public 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 public 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 within thirty (30) days, 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. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. 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 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.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase 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.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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.

- 14.16. 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.
- 14.17. 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.
- 14.18. 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.
- 14.19. 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.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. 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.
- 14.22. 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.

14.23. 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

a _____

By: _____

Type Name

Its: Title

By: _____

Type Name

Its: Title

INCLUDED SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES STATEMENT OF WORK

[Insert at time of Contract award.]

FEES AND RATES FOR SIGN LANGUAGE INTERPRETER REFERRAL AGENCIES

[Insert at time of Contract award.]

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master 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, 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 \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **PERSONAL AUTOMOBILE LIABILITY INSURANCE.** Personal automobile liability coverage (and, if necessary, commercial umbrella liability insurance) with limits no less than \$250,000 per accident, \$500,000 aggregate, and \$100,000 property damage.

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. 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 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 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 Master Contract, 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. In addition, no less than ten (10) 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, 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. 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. 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.