

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
LANGUAGE LINE SERVICES, INC.**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Language Line Services, Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On February 29, 2024, the State of Arizona, a member of the Arizona State Purchasing Cooperative, entered into a contract with Contractor to purchase the goods and services described in Foreign Language Interpretation and Translation Services CTR069864 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.**

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was February 5, 2024, until the date the contract terminates on February 28, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond February 28, 2030. The initial period of this Agreement is the period from the Effective Date of this Agreement until February 28, 2025.
- B. The City may extend the term of this Agreement for five (5) one-year terms if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Lindsay Lucas  
5850 W Glendale Ave, Suite 317  
Glendale, AZ 85301

and

Language Line Services, Inc.  
1 Lower Ragsdale Drive, Bldg. 2  
Monterey, CA 93940

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

“Contractor”

Language Line Services, Inc.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: Bonaventura A. Cavaliere  
Title: Chief Financial Executive

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
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**EXHIBIT A  
FOREIGN LANGUAGE INTERPRETATION AND TRANSLATION SERVICES CTR069864**

**LINKING AGREEMENT  
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**EXHIBIT B  
Scope of Work**

To provide foreign language interpretation and translation services to various departments within the City of Glendale.

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**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

To be used on an as needed basis in accordance with the fee schedule provided in the Foreign Language Interpretation and Translation Services Contract No. CTR069864.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$200,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

To provide foreign language interpretation and translation services to various departments within the City of Glendale.



**Request for Proposal  
under A.R.S. § 41-2534  
Notice Page  
Solicitation No. BPM005633  
Foreign Language Interpretation and  
Translation Services**

Arizona Department of Administration  
State Procurement Office  
100 N 15th Avenue, Suite 305  
Phoenix, AZ 85007

Solicitation Number:

**BPM005633**

Description:

**Foreign Language Interpretation and Translation  
Services**

Solicitation Due Date and Time:

**October 5, 2023 at 3:00 PM**

Pre-Offer Conference:

September 21, 2023 from 10:00-12:00 pm

Meeting ID

[meet.google.com/bsw-wpra-sip](https://meet.google.com/bsw-wpra-sip)

Phone Numbers

(US) [+1 413-350-0324](tel:+14133500324)

PIN: 942 239 632#

Proposals will only be accepted **online** in the “**State’s eProcurement System**”, **Arizona Procurement Portal (APP)**, at <https://app.az.gov> until the “**Bid/Offer Due Date**” indicated in the “**State’s eProcurement System**” for the **Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s eProcurement System to the State’s eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to [app@azdoa.gov](mailto:app@azdoa.gov).

**LATE PROPOSALS WILL NOT BE CONSIDERED.** No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in the “State’s eProcurement System”.

It is the responsibility of the Prospective Offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.



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Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.



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**Solicitation No. BPM005633**  
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Notice Page

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**Solicitation Summary**  
**Request for Proposal**  
**Solicitation No. BPM005633**  
**Foreign Language Interpretation and Translation**  
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[Solicitation Summary](#)

**1. What is the State Soliciting?**

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 et seq. is seeking to establish one or more mandatory statewide Contracts to provide Foreign Language Interpretation and Translation Services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

**2. What is in the Solicitation?**

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM005633 Solicitation Requirements

- 2.1.1.1. Notice / Cover Page
- 2.1.1.2. Table of Contents
- 2.1.1.3. Solicitation Summary
- 2.1.1.4. Scope of Work
- 2.1.1.5. Special Terms and Conditions
- 2.1.1.6. Addendum A to the Special Terms and Conditions
- 2.1.1.7. Addendum B to the Special Terms and Conditions
- 2.1.1.8. Uniform Terms and Conditions
- 2.1.1.9. Exhibit A
- 2.1.1.10. Exhibit B

2.1.2. Attachment: BPM005633 Solicitation Instructions

- 2.1.2.1. Special Instructions to Offerors
- 2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments

- 2.1.3.1. Offer and Acceptance;



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- 2.1.3.2. Boycott of Israel Disclosure;
- 2.1.3.3. Forced Labor of Ethnic Uyghurs Ban;
- 2.1.3.4. Confidential Information Designation;
- 2.1.3.5. Conformance Statements with Supplement Documents;  
Exceptions to Instructions, Scope, and Contract Terms and  
Conditions
- 2.1.3.6. Key Personnel;
- 2.1.3.7. Letter of Insurability;
- 2.1.3.8. Organization Profile;
- 2.1.3.9. Proposed Subcontractors;
- 2.1.3.10. Experience and Capacity Response;
- 2.1.3.11. References
- 2.1.3.12. Method of Approach
- 2.1.3.13. Pricing Document
- 2.1.3.14. Offered Languages
- 2.1.3.15. Business Associate Agreement (HIPPA)
- 2.1.3.16. AZ Baseline Infrastructure Security Controls
- 2.1.3.17. Arizona Baseline Security Controls Pre-Requirement

2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.



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[Scope of Work](#)

**1.0 PURPOSE AND BACKGROUND**

1.1 Purpose: The State of Arizona Department of Administration, State Procurement Office (defined as “The State”) is seeking to enter into contracts with qualified foreign language interpreters and translators to provide services for the State of Arizona, it’s Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (collectively herein referred to as Eligible Agencies).

1.2 Background/Mission: The objective is to decrease language and other communication barriers by ensuring accessibility for any State of Arizona department, agency, university, commission, or board (hereafter referred to as Eligible Agencies), and Co-Op Buyers, employees and/or consumers who converse in languages other than English.

The State requires various types of On-Site, Video Remote Interpreting (VRI), Over the Phone Interpreting (OPI) as well as Document Translation services. These services take place in a variety of business, court/legal, community, public service, and medical settings throughout the State of Arizona.

1.3 Projected Awards: It is the intent of the State to award multiple contracts for the required services and it is the intention of the State to award contracts that will provide coverage for all of these services throughout the State of Arizona.

1.4 Projected Utilization: The estimated dollar volume of services purchased under the proposed contract is approximately \$2 to \$3 million annually based on historical usage data and anticipated volumes. This contract will be used on an as-needed basis; the State makes no guarantee as to actual spend under any resultant contract.

**2.0 DEFINITIONS**

2.1 Certified Interpreter and/or Translator: an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter’s examination, or an examination administered by a State Court, or University accredited by the United States.

2.2 Document Translation: the act of rendering a written communication from one language to another.

2.3 Interpretation: the process of converting the words, emotions, and tone of a spoken language into another language orally.



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- 2.4 On-Site Interpretation: a spoken language interpreter is scheduled to meet a client at any given location for an interpretation assignment. In person interpreter services facilitate communication between two parties who speak different languages.
- 2.5 Over the Phone Interpreting or OPI: off-site interpreting services provided via telephone.
- 2.6 Qualified (Non-Certified) Interpreters and/or Translators: an individual who is able to interpret/translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A Qualified (Non-Certified) individual shall possess competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language
- 2.7 Video Remote Interpreting (VRI): off-site interpreting services provided through videoconferencing technology equipment and a high-speed internet connection with sufficient bandwidth.
- 2.8 Voiceover Translation Services: an audiovisual translation technique by which narrative scripts are first translated and then recorded by native-language speaking talent over the original audio track which can be heard in the background.

### 3.0 SCOPE OF WORK

#### 3.1 General Requirements

3.1.1 The Contractor shall provide specialized interpretation and/or translation including, but not limited to medical, scientific, legal, or educational terminology, utilizing:

3.1.1.1 Certified Interpreter and/or Translators; and/or

3.1.1.2 Qualified (Non-Certified) Interpreters and/or Translators.

3.1.2 The Contractor shall have policies in place concerning code of ethics/code of conduct for interpreters to follow. Contractor must be able to provide any applicable policies, as requested by an Eligible Agency, within ten (10) business days.

3.1.2.1 Contractors providing translation services shall comply with the American Translators Association Code of Ethics and



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Professional Practice (<https://www.atanet.org/about-us/code-of-ethics>)

- 3.1.2.2 For services provided in a health care setting, the Contractor and assigned personnel shall follow the National Standards of Practice for Interpreters in Health Care issued by the National Council on Interpreting in Health Care (<http://www.ncihc.org/ethics-and-standards-of-practice>).
- 3.1.3 The Contractor shall be capable of receiving documents by facsimile, e-mail or other electronic means (i.e. PDF, standard word processing languages, etc.), U.S. Postal Service (USPS) or courier delivery.
- 3.1.4 Assignments providing services related to the Arizona Department of Revenue shall require the Contractor to sign the "Certification of Confidentiality Awareness Form" (Section 3-B: Offer Forms, Attachment 5-A1 Confidential Agreement of Non-DOR-Employees).
- 3.1.5 For assignments providing services to the Department of Corrections (DOC) or the Department of Juvenile Corrections (ADJC) or agencies with similar requirements;
  - 3.1.5.1 Interpreters shall have
    1. A clear criminal background check prior to entering the facility.
    2. Valid Level One Fingerprint clearance card
  - 3.1.5.2 DOC and ADJC may supply an identification card for the interpreter(s), and this identification (I.D.) card shall be worn while on prison grounds.
  - 3.1.5.3 The Eligible Agency reserves the right to deny entry to any interpreter whose conduct on previous occasions had not been appropriate in interacting with an inmate population.
- 3.1.6 Contractor services shall include Spanish Language Services, Core Languages Services, and Rare Languages Services as explained in Exhibit B.
- 3.1.7 The Contractor shall have translators available that can appropriately handle a wide variety of translation requests, especially ones involving the need to clearly communicate with immigrants who may have a limited understanding of American culture.



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3.2 Specific Requirements

3.2.1 **Request for Services**

3.2.1.1 The Eligible Agency will:

1. Request services by email, at least two (2) business days in advance when circumstances permit.
  - a. On an emergency basis, the Eligible Agency may call the same day the services are required. The Contractor shall state, at the time of order, when an interpreter will be made available to the Eligible Agency.
2. Identify the specific situation involved (e.g. legal, health, financial matters, artistic setting, etc.) and appropriate attire.
3. Indicate if any special skills are required at time of request.
4. Include the following information for documents that they want translated:
  - a. An accurate count of words on the document(s) requesting to be translated.
  - b. The expected educational level of the audience for which the requested document(s) are being translated.
  - c. An approved final draft for the Contractor to translate into the requested target language
5. Cancellations:
  - a. Eligible agencies may reserve the right to cancel an order, without penalty or charge, providing the Eligible Agency notifies the Contractor twenty-four (24) business hours prior to assignment for Spanish Languages Services and forty-eight (48) business hours prior to assignment for Core Languages Services and Rare Languages Services.
  - b. If the Eligible Agency fails to give the Contractor sufficient notice of cancellation, the Eligible Agency shall pay the Contractor for two (2) hours of service in accordance with the rates contained on the Arizona Procurement Portal (APP).

3.2.1.2 The Contractor shall:

1. Acknowledge receipt of the service request within twenty-four (24) hours of receiving it.
2. Assign personnel with the knowledge and expertise able to provide specialized interpreting service (if deemed necessary or requested).
3. In the event of a conflict in determining the appropriate level, the Eligible Agency shall have final authority.
4. Cancellations:
  - a. The Contractor shall notify the Requester immediately and attempt to replace the interpreter if the interpreter



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assigned by the Contractor cancel prior to the assignment.

- b. The Contractor shall reimburse the Requester for any additional costs incurred, in accordance with the terms and conditions of this contract if the Requester elect to procure the services of a substitute interpreter from another Contractor due to:
  - 1) Assigned interpreter fail to appear at the time and place specified after the Contractor has confirmed the assignment, or
  - 2) Assigned interpreter does not meet the qualification requirements for the assignment.

3.2.1.3 Interpreters may be required to meet with the Eligible Agency prior to a service request for special direction. This meeting may also allow the Eligible Agency and interpreter to decide if the assignment is a correct fit.

3.2.1.4 If a specific interpreter has been requested by an Eligible Agency and confirmed by the Contractor, or if an interpreter is on-site providing services, no substitution can be made without notification to and approval from the requesting Eligible Agency.

**3.2.2 On-Site Interpretation**

3.2.2.1 Modes of Interpretation. The Contractor shall provide interpreters who are capable of providing the modes of interpretation listed below.

1. **Classic Interpreting/Long Consecutive**: For conference interpreting or in a variety of tribunal, arbitration, liaison, educational, group or business settings. The interpreter can listen to the totality of a long passage or the speaker's comments and then reconstitute the speech with the help of notes.
2. **Consecutive Interpreting**: Involves a pause between language conversions; first the interpreter listens to the entire original phrase or passage, then they interpret it into the other language.
3. **Sequential Interpreting/Short Consecutive**: For most medical, social services and legal interpreting, the interpreter operates at the sentence level as opposed to working with paragraphs or entire speeches. An interpreter may ask the speaker to clarify or to repeat to ensure accuracy and completeness.



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4. **Sight Translation:** For source material that is written, the interpreter reads the entire document before beginning the oral translation to the client.
  5. **Simultaneous Interpreting:** Real-time interpreting; speakers talk as they normally would, without pause, as the interpreter listens to one language and speaks in the other. This service is common when the interpreter is listening with headphones in a booth and speaking to a person or into a microphone for people with headsets.
- 3.2.2.2 Translation can be done by Certified or Qualified Interpreters.
- 3.2.2.3 Services shall be performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Agencies may request other service hours or weekend coverage under “After-hour, Weekend and Holiday Services”.
- 3.2.2.4 The Contractor shall provide headset equipment as requested.
- 3.2.2.5 As part of the hourly rate, the interpreter is expected to arrive fifteen (15) minutes prior to the scheduled appointment or at the time designated by the Eligible Agency.
1. An interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by the Eligible Agency.
- 3.2.3 **Over-the-Phone Interpretation Services.** The Contractor shall provide:
- 3.2.3.1 Professionally trained and certified interpreters who shall be capable of accurately relaying information given by the Eligible Agency personnel.
  - 3.2.3.2 An established toll free calling system to receive and route calls to the appropriate interpreter available twenty-four (24) hours per day, seven (7) days a week, including State observed holidays.
  - 3.2.3.3 An efficient call routing and dispatch system in place to connect customers with the appropriate interpreter with minimal delay.
  - 3.2.3.4 A toll-free over-the-phone customer support available twenty-four (24) hours per day, seven (7) days a week, including State observed holidays.
- 3.2.4 **Video Remote Interpreting (VRI).** The Contractor shall:



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- 3.2.4.1 Provide professionally trained and certified interpreters who shall be capable of accurately relaying information given by the Eligible Agency personnel.
- 3.2.4.2 Be equipped with videoconferencing technology equipment and a high-speed internet connection with sufficient bandwidth.
- 3.2.4.3 Provide services Monday through Friday between the hours of 7:00 AM – 5:00 PM.
- 3.3.1 **Court/Legal Interpretation Services.** Court/legal interpretation is a service provided by a court-certified interpreter trained to interpret between English and one or more foreign languages.
  - 3.3.1.1 Translation shall be performed by certified interpreters who have knowledge and experience in the United States and Arizona legal and court systems. ([www.azcourts.gov/Portals/22/admorder/Orders16/2016-02.pdf](http://www.azcourts.gov/Portals/22/admorder/Orders16/2016-02.pdf))
  - 3.3.1.2 The translator shall:
    - 1. Be adept at simultaneous interpretation, which is the most frequent form of interpretation used in the courtroom, in consecutive interpretation and sight translation
    - 2. Have the ability to accurately turn the message from the source language into the receptor language without any additions, omissions or other misleading factors that alter the intended meaning of the message from the speaker.
    - 3. Have a broad legal and court-related vocabulary base in which to work.
    - 4. Be aware of the standards and practices of the courts in which the interpreter is to appear.
- 3.3.2 **Document Translation Services.** Document translation services shall be provided for various tasks, such as general correspondence, technical or scientific materials, high level study materials, legal documents, forms, booklets, pamphlets, A/V materials, etc.
  - 3.3.2.1 The documents that are sent to the Contractor may fall under the category of National Institute of Standards and Technology (NIST) NIST Low Impact, thus the Offeror shall (as applicable):
    - a. Submit a completed Arizona Baseline Infrastructure Security Controls Pre-Requisite (35 questions) assessment spreadsheet (Attachment 17) as part of their proposal.



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b. Accept Agency documents to be transcribed via a Secure FTP connection.

3.3.2.2 Contractor shall review each translation prior to delivery to the Eligible Agency to ensure that the translated document is linguistically accurate and consistent with the formatting and technical specifications of the original document. The project will not be considered complete if any inaccuracy or inconsistency is found.

3.3.2.3 Contractor shall correct, at no cost to the Eligible Agency, any errors in formatting or translation identified by the Eligible Agency. Costs associated with mass duplication of translated documents, which are found to be materially inaccurate after mass duplication, will be the responsibility of the Contractor.

1. In the instance that a Contractor does not understand a phrase/word/technical term or if the Contractor has any questions regarding the document to be translated, the Contractor shall immediately contact the Eligible Agency for any clarifications.

3.3.2.4 For all assignments, the Contractor shall return all original documentation to the requesting Eligible Agency.

3.3.2.5 Turnaround time for standard written translations shall not exceed fourteen (14) days. Contractor shall indicate an estimated finish date of the final draft at time of request from the Eligible Agency. If a document requires special skills, considered urgent or otherwise critical to the Eligible Agency, the agency and Contractor may agree upon an acceptable delivery time.

3.3.3 **Voiceover Translation Services.** Voice over translation is an audio-visual conversion of dialogue from one language to another. The Contractor shall:

3.3.3.1 The Contractor shall first translate the original script narrative, and then have a voice talent record the translated language on to the video



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- 3.3.3.2 Contractor shall review each translation prior to delivery to the Eligible Agency to ensure that the translated audio/video is linguistically accurate and consistent with the formatting and technical specifications of the original audio/video. The project will not be considered complete if any inaccuracy or inconsistency is found.
  - 1. In the instance that a Contractor does not understand a phrase/word/technical term or if the Contractor has any questions regarding the audio/video to be translated, the Contractor shall immediately contact the Eligible Agency for any clarifications.
- 3.3.3.3 For all assignments, the Contractor shall return all original audio/video to the requesting Eligible Agency.
- 3.3.3.4 The agency and Contractor shall agree upon an acceptable turnaround and delivery timeframe.

**4.0 PRICING**

- 4.1 Rates shall be on an all-inclusive basis, and shall contain the labor rate, labor benefits, travel for specified AZ counties that are less than 50 miles away, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges.
- 4.2 On-Site Interpretation Services
  - 4.2.1 The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.
  - 4.2.2 All assignments shall be charged an initial two (2) hour rate minimum with any additional required service time billed in per-hour increments. Cumulative total hours not to exceed a work day of eight (8) to ten (10) hours maximum.
  - 4.2.3 As part of the hourly rate, the interpreter is expected to arrive fifteen (15) minutes prior to the scheduled appointment or at the time designated by the Eligible Agency.
    - 1. An interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by the Eligible Agency.
  - 4.2.4 On-site Interpretation Lesser Use Languages - The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2



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hrs. Spanish Language Services, Core Languages Services, Rare Languages Services.

4.3 Court/Legal On-Site Interpretation Services

4.3.1 The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM.

4.3.2 All assignments shall be charged an initial two (2) hour rate minimum with any additional required service time billed in per-hour increments. Cumulative total hours not to exceed a work day of eight (8) to ten (10) hours maximum.

4.3.2 As part of the hourly rate, the interpreter is expected to arrive fifteen (15) minutes prior to the scheduled appointment or at the time designated by the Eligible Agency.

1. An interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by the Eligible Agency.

4.3.3. Court/Legal On-Site Interpretation Lesser Use Languages -  
The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Spanish Language Services, Core Languages Services, Rare Languages Services

4.4 Over-the-Phone (OPI) Interpretation Services

4.4.1 Services shall be provided twenty-four (24) hours per day, seven (7) days a week, including State observed holidays.

4.4.2 Services shall be billed in per minute increments.

4.4.3 Over-the-Phone (OPI) Interpretation Lesser Use Languages -  
The per-minute rate for OPI Services. Spanish Language Services, Core Languages Services, Rare Languages Services.

4.4.4 The contractor shall provide the following features and services at no additional charge to Client:

1. toll-free over-the-phone customer support available twenty-four (24) hours per day, seven (7) days a week, including State observed holidays



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2. on-line service-usage reporting
3. monthly invoices with standard granular usage details.

4.5 Video Remote Interpreting (VRI) Services

- 4.5.1 The rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Services shall be billed in per-minute increments.
- 4.5.2 Video Remote Interpreting (VRI) Services The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Spanish Language Services, Core Languages Services, Rare Languages Services.

4.6 Document Translation Services

4.6.1 **Document to Document Translation.**

1. The per-word rate for the translation from one written document to another written document. This includes the translation of documents (brochures, flyers, pamphlets, etc.) requiring desktop publishing.
2. Shall be billed with a 300 word minimum.
3. Document to Document The per-word rate for the translation from one written document to another written document. Spanish Language Services, Core Language Services, and Rare Languages Services
4. Document to Document Expedite Charge – Rate for expediting of Document to Document Services.

4.6.2 **Audio Tape to Written Document.** Shall be billed at the per-minute rate for the translation of audio tapes, files, etc.

1. Audio Tape to Written Document The per-minute rate for the translation of audio tapes, files, etc. Spanish Language Services, Core Language Services, and Rare Languages Services
2. Audio Tape to Written Document Expedite Charge – Rate for expediting of Audio Tape to Written Document Services.

4.7 Voiceover Translation Services

- 4.7.1 Services shall be billed at a per-minute rate charged for voiceover translation service.
- 4.7.2 Voiceover Translation The per-minute rate for translation of Voiceover Services. Spanish Language



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Services, Core Language Services, and Rare Languages Services

4.7.3 Voiceover Translation Expedite Charge - Rate for expediting of Voiceover Translation.

4.8 Additional Translation Upcharges

4.8.1 **Trilingual/Relay On-Site Interpretation Services**

1. Additional charge on the hourly rate for interpreting three languages
2. Applicable for on-site services and court/legal interpretation services only.

4.8.2 **After-hour, Weekend and Holiday Services**

1. Additional charge on the hourly rate for services performed after normal business hours, on weekends or State holidays. Business hours shall be defined as Monday through Friday between the hours of 7:00 AM – 5:00 PM. Holiday charges shall apply to any State observed holidays.
2. This rate does not apply to Over-the-Phone, Document Translation, or Voiceover Translation services.

4.8.3 **Short Notice Base Rate Increase**

1. Additional charge on the hourly rate for services requested with less than two (2) business days' notice.
2. This rate does not apply to Over-the-Phone, Document Translation, or Voiceover Translation services.

4.9 Travel, Lodging and Meals.

4.9.1 Applicable for on-site services and court/legal interpretation services only.

4.9.2 Rate applies to any assignment where the assignment location is greater than fifty (50) miles from the personnel's primary place of business or last work assignment, as agreed to in advance by the Contractor and Eligible Agency.

4.9.3 Cost shall be reimbursed in accordance with the guidelines and rates established by State of Arizona Travel Policy. A copy of this policy may be located <http://www.gao.az.gov/travel/>.

5.0 **REPORTING REQUIREMENTS.** The Contractor shall



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- 5.1 Prepare all reports and summaries in accordance with State guidelines and in the format approved by the Requester.
- 5.2 Invoicing: Upon the receipt and acceptance of goods or services, submit a complete an Itemized invoice with supporting backup documents.

**EXHIBITS TO THE SCOPE DOCUMENT**

- Exhibit A Insurance
- Exhibit B List of Core Languages



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[Special Terms and Conditions](#)

**The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.**

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:
  - 1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
  - 1.2. Accepted Offer:
    - 1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
    - 1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
    - 1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
  - 1.3. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 et seq. and Arizona Administrative Code (A.A.C.) R2-7-101 et seq. There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.
  - 1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tpt>
  - 1.5. Attachment. Any item that:
    - 1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
    - 1.5.2. Was attached to an Offer when submitted; and
    - 1.5.3. Was included in the Accepted Offer.



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- 1.6. Pricing Document: The Pricing Section of the Special Terms and Conditions; provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.8. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.9. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.10. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing an “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the I.R.S. under Section 501(c)(3) through 501(c)(6) of the tax code.

- 1.11. Eligible Agency:
  - 1.11.1. If the Special Terms and Conditions indicate that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein.
  - 1.11.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.
  - 1.11.3. If the Special Terms and Conditions indicate that the Contract is a “cooperative” contract available for use by Co-Op Buyers, then “Eligible Agency” means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.



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- 1.12. Instructions to Offerors: "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.
  - 1.13. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".
  - 1.14. The State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:  
  
[https://spo.az.gov/sites/default/files/documents/files/TB\\_020\\_APP\\_20181024.pdf](https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf)
  - 1.15. State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.
  - 1.16. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
  - 1.17. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.
2. Contract Interpretations
- 2.1. Usage. Where the Contract:
    - 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.



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- 2.1.2. uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;
- 2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.
- 2.2. Contract Order of Precedence
- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- 2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.



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2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Specifications; and

(7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### 3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

#### 3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing



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Address” in Contractor’s corresponding State’s eProcurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

- 3.3.2. To State. Contractor shall address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the State’s eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as “Purchaser” in the State’s eProcurement System and via mail to the following mailing address:

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- 3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

- 3.4. Signing of Contract Amendments. Contractor’s counter-signature (or “approval” in the State’s eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

- 3.4.1. extension of the term of the Contract within the maximum aggregate term; or  
3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties’ signatures (or “approval” in the State’s eProcurement System in the case of an Amendment) are required to give it effect.

- 3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are



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deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6. Books and Records**

3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7. Subcontract**

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in



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the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders

3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.



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- 3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.
- 3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.
- 3.9.1. If State cancels an Order, then State shall:
- 3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and
  - 3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.
- 3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.



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- 3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.
- 3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.
- 3.10.1. Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:
- <https://spo.az.gov/programs/cooperative>
- 3.10.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
- 3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
- <https://spo.az.gov/suppliers/usage-reporting>.
- 3.10.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:



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<https://spo.az.gov/suppliers/usage-reporting>.

- 3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not obligate either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State’s eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State’s eProcurement System and if it does so the rejection will be void.
- 3.10.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.
- 3.11. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State’s eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:
- 3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;



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- 3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;
  - 3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
  - 3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.
- 3.12. Work on State Premises
- 3.12.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
  - 3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].
- 3.13. Transitions
- 3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that



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Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

- 3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 3.13.3. RESERVED [for additional transition needs including, but not limited to, the transfer of any required data]

4. Costs and Payments

- 4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.
- 4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab **OR** Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.
  - 4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances.
  - 4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
  - 4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled.



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- 4.3. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.
- 4.3.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.
- 4.4. No Price Increases. All prices and rates in Pricing Attachment, or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.
- 4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.
- 4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.
- 4.7. Funding
- No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entities Contracts Under Federal Awards, Orders funded



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with federal funds shall have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.



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4.8. Invoicing

4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

- 4.8.2.1. Bill-to name and address;
- 4.8.2.2. Contractor name and contact information;
- 4.8.2.3. Remit-to address;
- 4.8.2.4. Invoice number and date;
- 4.8.2.5. State contract number;
- 4.8.2.6. Order number (APP PO number);
- 4.8.2.7. Material or Service description (itemized);
- 4.8.2.8. Date(s) Services were performed or Materials were delivered;
- 4.8.2.9. Applicable payment terms;
- 4.8.2.10. Quantity delivered or performed;
- 4.8.2.11. Line item unit of measure;
- 4.8.2.12. Item price;
- 4.8.2.13. Extended pricing;
- 4.8.2.14. Receipt for pass-through expenses (if applicable);
- 4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
- 4.8.2.16. Mailing fees (if applicable); and
- 4.8.2.17. Total invoice amount due.

4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:

- 4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.



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4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.8.5.1. The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.

4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.

4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.9. Payments

4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to



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Section 5.2 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

- 4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.
- 4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.9.5. Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.
- 4.9.7. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

4.10. Applicable Taxes

- 4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated



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otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

- 4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

**5. Contract Changes**

**5.1. Assignment and Delegation**

5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.1.2. In Part. Subject to Special Terms and Conditions sections 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

**6. Risk and Liability**

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars,



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provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.



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**6.2.3. Insurance Requirements. Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

6.3. Patent and Copyright Indemnification. [CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties

7.1. Warranties and Requirements Related to Information Technology. Addendum B: Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

8. State's Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims



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10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Materials

12.1. Applicability. Section 12 applies to the extent the Work is or includes Materials.

12.2. Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3. Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.

12.4. Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).

12.5. Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.



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- 12.6. Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.
- 12.7. Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices offered to a significant number of buyers compare to the prices or discounts proposed for the additional products.
- 12.8. Discontinued Products. If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within five (5) business days after receiving the manufacturer's notification. State, at its discretion, may allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract. The resulting change to the Contract will be formalized by Contract Amendment. Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of any discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.



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- 12.9. Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State’s prior written consent before making any discretionary substitution for any product covered by the Contract.
- 12.10. Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, “recalls” hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State’s part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.
- 12.11. Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within two (2) business days after receiving each Order.
- 12.12. Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically
- 12.12.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
  - 12.12.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency’s location in Arizona;
  - 12.12.3. if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
  - 12.12.4. if the Contract is for unrestricted mandatory statewide and cooperative use, then:
    - 12.12.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
    - 12.12.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
    - 12.12.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.



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- 12.13. Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions, access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.
- 12.14. Materials Acceptance. State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe set by the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.
- 12.15. Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.
- 12.15.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
- 12.15.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
- 12.15.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided



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that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

12.16. Returns. State may, at its discretion, return for full credit and with no restocking charges, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, at its discretion, either have those billed directly to Contractor, offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract.

13. General Provisions for Services

13.1. Applicability. Article 13 applies to the extent the Work is or includes Services.

13.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

13.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

13.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and



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endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

- 13.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.
- 13.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 13.7. Requirements at Location of Services
  - 13.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.
  - 13.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.
- 13.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.
- 13.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or



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particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

- 13.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 13.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.
- 13.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future.

**14. Data and Information Handling**

- 14.1. Applicability. Article 14 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 14.2. Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:
  - 14.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and



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- 14.2.2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.
- 14.3. Personally Identifiable Information. Without limiting the generality of paragraph 14.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:
- 14.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017; and
- 14.3.2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.
- NOTE (1): For convenience of reference only, the OMB memorandum is available at:  
<https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>
- NOTE (2): For convenience of reference only, the GSA directive is available at:  
[https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)
- 14.4. Protected Health Information. Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- 14.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act



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of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

- 14.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
- 14.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

**15. Information Technology Work**

- 15.1. **Applicability.** Article 15 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101(6) "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.
- 15.2. **Background Checks.** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security
- 15.3. **Information Access**
  - 15.3.1. **System Measures.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
  - 15.3.2. **Individual Measures.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for



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ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall, on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

- 15.3.3. Access Control. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

15.4. Pass-Through Indemnity

- 15.4.1. Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

- 15.4.2. Notification of Claims. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

15.4.2.1. State reserves the right to elect to participate in the action at its own expense;

15.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and



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- 15.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.
- 15.5. Systems and Controls. In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.
- 15.6. Redress of Infringement
- 15.6.1. Replace, License, or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:
- 15.6.1.1. replace any infringing items with non-infringing ones;
- 15.6.1.2. obtain for State the right to continue using the infringing items; or
- 15.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.
- 15.6.2. Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
- 15.6.2.1. for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- 15.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- 15.6.2.3. for Services, the amount paid by State or an amount equal to twelve (12) months of charges, whichever is less.
- 15.6.3. Exceptions. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- 15.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;



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15.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

15.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

**15.7. First Party Liability Limitation**

15.7.1. Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or three (3) times the purchase price of the specific Materials or Services giving rise to the claim.

15.7.2. Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

15.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;

15.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or

15.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

15.7.3. Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 15.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

15.7.4. No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.



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15.8. Information Technology Warranty

15.8.1. Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

15.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

15.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

15.8.1.3. operated in a manner not within its intended use or environment.

15.8.2. COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

15.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

15.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

15.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

15.8.3. Payment has no Effect. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

15.9. Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 15.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made



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impractical by the nonconformance, then State may seek any remedy available to it under law.

- 15.10. Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 15.11. Cloud Applications. The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.
  - 15.11.1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/information-security-policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
  - 15.11.2. State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
  - 15.11.3. Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
  - 15.11.4. Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

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**Contractor Insurance Requirements**

Procurement Officer to verify and add the appropriate Insurance Requirements from the Risk Management website, available at the following link:

<https://staterisk.az.gov/insurance/insurance-modules>

**Insurance Requirements – See Exhibit A Insurance**



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**Warranties and Requirements Related to  
Arizona Information Technology Statewide Policies, Standards, and Procedures**

1. Security Standards
  - 1.1. Security of the State's systems and data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
  - 1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures. The current website for some of these policies, standards, and procedures is: [Information Technology Policies, Standards and Procedures](#). Note that this link is provided for convenience only.
  - 1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.
  
2. Security Framework
  - 2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
  - 2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.



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- 2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.
- 2.4. Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.
3. Additional Security Requirements
  - 3.1. Contractor shall comply with all security requirements requested by the State.
  - 3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:
    - 3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/file/4357>, and mitigate gaps or install compensating controls for any issues of concern identified by State.
    - 3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.
    - 3.2.3. Note regarding the confidential treatment of Contractor information:
      - 3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP 's, or written IT policies will not be considered.
      - 3.2.3.2. Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.
      - 3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.
      - 3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: [AsetAssurance@azdoa.gov](mailto:AsetAssurance@azdoa.gov) to make special arrangements for the transfer of these documents.
    - 3.2.4. If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).



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- 3.2.5. All contract awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled “Arizona Infrastructure Security Controls 2017 (Excel),” to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: <https://azdohs.gov/file/4356>.
- 3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor’s environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).
- 3.4. Upon request, Contractor shall submit copies of system logs from Contractor’s environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):
- 3.5.1. State of Arizona statewide policies, standards and procedures: <https://azdohs.gov/information-technology-it-policies-standards-and-procedures>;
  - 3.5.2. Federal Information Security Modernization Act of 2014 (FISMA): <https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>;
  - 3.5.3. OMB Circular A-130: <https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>;
  - 3.5.4. National Cyber Strategy of the United States of America: <https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>;
  - 3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>;
  - 3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;



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- 3.5.7. Criminal Justice Information Services Security Policy (CJIS): <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>;
- 3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>;
- 3.5.9. A.R.S. Title 41, Chapter 41. Arizona Department of Homeland Security;
- 3.5.10. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: <https://www.azleg.gov/arsDetail/?title=18>;
- 3.5.11. A.R.S. §18-105 - Statewide Information Security and Privacy Office (SISPO): <https://www.azleg.gov/viewdocument/?docName=http%3A//www.azleg.gov/ars/18/00105.htm>;
- 3.5.12. A.R.S. §18-551 - Definitions Information Security Including PII: <https://www.azleg.gov/ars/18/00551.htm>;
- 3.5.13. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>;
- 3.5.14. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: <https://aset.az.gov/node/192>;
- 3.5.15. SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>;
- 3.5.16. State Environmental policies: <https://azdeq.gov/LawsAndRules>;
- 3.5.17. Family Education Rights Privacy Act (FERPA): <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rrn>;
- 3.5.18. Driver's Privacy Protection Act (DPPA): <https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;
- 3.5.19. Incident Response Reporting program and system: [https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning\\_Sept2018\\_0.pdf](https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf);
- 3.5.20. Privacy Incident Reporting policy and standards: <https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf>;
- 3.5.21. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>; and
- 3.5.22. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org>.



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[Uniform Terms and Conditions](#)

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
  - 1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
  - 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.4. "Contractor" means any person who has a Contract with the State.
  - 1.5. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
  - 1.6. "Days" means calendar days unless otherwise specified.
  - 1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
  - 1.8. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.9. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 1.10. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.11. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports



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and performance, but does not include employment agreements or collective bargaining agreements.

- 1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits; then
  - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.



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- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the



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Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
- 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work



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product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and



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3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Certifications Required by State Law.

3.14.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Contract.



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3.14.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.



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4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- 4.6.1. Accept a decrease in price offered by the Contractor;
- 4.6.2. Cancel the Contract; or
- 4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions,



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universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4. Force Majeure.



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- 6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern



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Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.



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- 7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:



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- 7.10.1.1. Identification of response personnel by name;
- 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
- 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.



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- 7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
- 7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.
- 7.15. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
8. State's Contractual Remedies



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8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination



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- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 9.5. Termination for Default.



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9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).



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[Exhibit A](#)

**1.1 Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**1.2 Insurance Requirements**

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**1.3 Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form



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Policy shall include bodily injury, property damage, contractual liability coverage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

b. Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.”

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**1.3.2 Business Automobile Liability**

Updated: Bodily Injury and Property Damage for any owned, hired, and/or non-owned Automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**1.3.3 Workers’ Compensation and Employers’ Liability**



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Workers' Compensation                      Statutory

Employers' Liability

- Each Accident                              \$1,000,000
- Disease – Each Employee              \$1,000,000
- Disease – Policy Limit                    \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**1.3.4 Professional Liability (Errors and Omissions Liability)**

- Each Claim                                    \$ 2,000,000
- Annual Aggregate                            \$ 2,000,000

- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” This coverage may be sub-limited to no less than \$500,000.
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

**1.4 Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).



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1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**1.5 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

**1.6 Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**1.7 Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.



**Exhibit A**  
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### **1.8 Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

### **1.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

### **1.10 Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



**Exhibit B**  
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100 N 15th Avenue  
Phoenix, AZ 85007

[Exhibit B](#)

**List of Core Languages**

**Spanish Language Services**

Historically, Spanish is the most commonly interpreted and translated language under this Contract. Spanish is classified in its own section called “Spanish Language Services”.

**Core Languages Services**

The following languages are considered core languages under this contract and have their own section called “Core Languages Services”. These are languages other than Spanish that are used commonly in the State.

- Amharic
- Arabic
- Bengali
- Burmese
- Cantonese
- Chin Hakka
- Dari
- Farsi/Persian
- French
- German
- Gujarati
- Haitian Creole
- Hindi
- Korean
- Mandarin
- Nepali
- Portuguese
- Romanian
- Russian
- Somali
- Swahili
- Tagalog
- Tigrinya
- Turkish



**Exhibit B**  
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**Services**

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State Procurement Office  
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- Urdu
- Vietnamese

### **Rare Languages Services**

Languages other than Spanish and the core languages may be considered rare languages and have their own section called "Rare Languages Services."





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**Attachment 02 – Boycott of Israel Disclosure**

**Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the “Exempt Solicitation, Contract, or Contractor” option below:**

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel.”

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

- (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.  
 (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. § 35-393.03.

**In compliance with A.R.S. § 35-393 et seq., all Offerors must select one of the following:**

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317;
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.; or
- Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):
- Solicitation or Contract has an estimated value of less than \$100,000;
  - Contractor is a sole proprietorship;
  - Contractor has fewer than ten (10) employees; or
  - Contractor is a non-profit organization.

Language Line Services, Inc.

Company name

1 Lower Ragsdale Drive, Bldg. 2

Address

Monterey, California 93940

City, State, ZIP

DocuSigned by:

Bonaventura A. Cavaliere

Signature of person authorized to sign

Bonaventura A. Cavaliere- Chief Financial Officer

Printed name and Title

kbrightwell@languageline.com

831-521-4871

Contact email address

Contact phone number



**Request for Proposal**  
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Arizona Department of Administration  
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**Attachment 03 – Forced Labor of Ethnic Uyghurs Ban**

Please note that if any of the following apply to the Offeror, then the Offeror shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People’s Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all Offerors must select one of the following:

- The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People’s Republic of China;
  - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
  - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394; or
- Exempt Contractor.** Indicate which of the following statements applies to the Contractor (may be more than one):
- Contractor is a sole proprietorship;
  - Contractor has fewer than ten (10) employees; or
  - Contractor is a non-profit organization.

Language Line Services, Inc.

Company name

1 Lower Ragsdale Drive, Bldg. 2

Address

Monterey, California 93940

City, State, ZIP

DocuSigned by:

Bonaventura A. Cavaliere

BDC191FC317A43C...

Signature of person authorized to sign

Bonaventura A. Cavaliere- Chief Financial Officer

Printed name and Title

kbrightwell@languageline.com 831-521-4871

Contact email address

Contact phone number



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**Attachment 04 – Confidential Information Designation**

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as that set out in A.A.C. R2-7-101(51).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER “CONFIDENTIAL” UNLESS DESIGNATED ON THIS FORM.**

**Check one of the following – if neither is checked, State will assume that it is equivalent to “DOES NOT”:**

<input type="checkbox"/>	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317; or
<input checked="" type="checkbox"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> <li>1. Is a formula, pattern, compilation, program, device, method, technique or process;</li> <li>2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and</li> <li>3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.</li> </ol>

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(51) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror’s designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret, and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State’s withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Language Line Services, Inc.

Company name

1 Lower Ragsdale Drive, Bldg. 2

Address

Monterey, California 93940

City, State, ZIP

DocuSigned by:

*Bonaventura A. Cavaliere*

BDC191FC317A43C...

Signature of person authorized to sign

Bonaventura A. Cavaliere- Chief Financial Officer

Printed name and Title

kbrightwell@languageline.com

831-521-4871

Contact email address

Contact phone number



**Request for Proposal**  
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Arizona Department of Administration  
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Phoenix, AZ 85007

**Attachment – Confidential Information Designation (for reference only)**

A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

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- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
  - 1. *The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
  - 2. *The designated information is not confidential; or*
  - 3. *Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
  - 1. *A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
  - 2. *The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*

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**Attachment 05 – Conformance Statements**

**If taking exceptions, the relevant subsequent pages titled “Attachment Supplements” must be completed.  
 Attach additional pages as needed.**

**STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.**

**READ ALL INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS. OFFERS WITH EXCEPTIONS MAY BE FOUND NOT SUSCEPTIBLE FOR AWARD UNDER A.A.C. R2-7-C311 OR RECEIVE LOWER SCORES DURING EVALUATION.**

**IF NEITHER BOX IS CHECKED UNDER ANY SECTION BELOW, THE OFFEROR’S RESPONSE TO THAT SECTION WILL BE CONSIDERED “YES” AND STATE WILL INTERPRET THE OFFER AS IF THERE WERE NO EXCEPTIONS TAKEN.**

**CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS**

**Check one of the following:**



YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies with both.



NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Instructions**.

**CONFORMANCE TO THE SCOPE OF WORK**

**Check one of the following:**



YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.



NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Scope of Work**.

**CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS**

**Check one of the following:**



YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with all.



NO – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with all EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Contract Terms and Conditions**.

Language Line Services, Inc.

Company name

Bonaventura A. Cavaliere DocuSigned by: *Bonaventura A. Cavaliere*

Signature of person authorized to sign



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**Attachment Supplement 05 – Conformance Statements - Exceptions to Instructions**

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
<b>Special Instructions to Offerors</b>		
4.2 Contractor's Best Pricing pg. 30	<p>4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab OR Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.</p> <p>4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances. 4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing. 4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled.</p>	<p>Exception: <b>Strike section 4.2 in its entirety and replace with the following language:</b></p> <p><b>Contractor will provide the State with the lowest pricing given to another comparable customer that has the same or exceeding volume of annual minutes, the same language mix, language percentages, service level agreements, key performance indicators, invoicing requirements and such other factors as Contractor deems relevant, and such adjustment to pricing if any will be made on an annual basis.</b></p> <p>Rationale: <b>With over 30,000 customers, we must limit this requirement to comparable customers in your industry and the other requirements set forth in our proposed alternate language.</b></p>
<b>X</b>	<b>X</b>	<p>Alternate language: <b>X</b></p> <p>Rationale: <b>X</b></p>
<b>X</b>	<b>X</b>	<p>Alternate language: <b>X</b></p> <p>Rationale: <b>X</b></p>



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**Uniform Instructions to Offerors**

<b>X</b>	<b>X</b>	Alternate language: X  Rationale: X
<b>X</b>	<b>X</b>	Alternate language: X  Rationale: X
<b>X</b>	<b>X</b>	Alternate language: X  Rationale: X

Language Line Services, Inc.

Company name

DocuSigned by:  
 Bonaventura A. Cavaliere *Bonaventura A. Cavaliere*  
BDC191EC317A43C

Signature of person authorized to sign



**Request for Proposal**  
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**Attachment Supplement 05 – Conformance Statements -  
 Exceptions to Scope of Work**

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
<b>Scope of Work</b>		
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X

Language Line Services, Inc.  
 \_\_\_\_\_  
 Company name

DocuSigned by:  
 Bonaventura A. Cavaliere *Bonaventura A. Cavaliere*  
 \_\_\_\_\_  
 Signature of person authorized to sign



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**Attachment Supplement 05 – Conformance Statements - Exceptions to Contract Terms and Conditions**

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
<b>Special Terms and Conditions</b>		
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X
<b>Uniform Terms and Conditions</b>		
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X
X	X	Alternate language: X  Rationale: X

Language Line Services, Inc.

Company name

Bonaventura A. Cavalieri

DocuSigned by:  
*Bonaventura A Cavalieri*  
BDC191EC37A43C

Signature of person authorized to sign



**Request for Proposal**  
**Solicitation No. BPM005633**  
**Foreign Language Interpretation and Translation**

Arizona Department of Administration  
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 Phoenix, AZ 85007

**Attachment 06 – Key Personnel**

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

<b>1</b>	<b>Name:</b> Krystopher Brightwell	<b>Job title:</b> Strategic Account Executive
Length of employment with the company:	5 years	Length of time in current role: 5 years
Proposed percentage of overall time to be dedicated to the Services:	100 %	If applicable, length of time in related experience with large local, state or federal government agencies: 24 years
Proposed position with regard to the Services:	Primary point of contact and Account Manager.	
Proposed primary responsibilities with regard to the Services:	<ul style="list-style-type: none"> <li>• Developing relationships with key stakeholders to ensure the service provided by LanguageLine meets and exceeds expectations.</li> <li>• Acting as the main point of contact for users to raise questions, concerns, or areas of new interest.</li> <li>• Ensuring that all customer concerns are dealt with professionally, appropriately and in a timely manner.</li> <li>• Monitoring management information to assess usage and performance.</li> <li>• Attending service reviews to discuss LanguageLine performance and new contract objectives.</li> <li>• Ensuring that all customer communications are channeled to the correct LanguageLine departments for timely action.</li> <li>• Coordinating and organizing formal and informal staff training.</li> </ul>	
Describe experience in performing Services similar to those that are to be assigned:	Krys is a seasoned sales executive with 20 years of experience leading sales and marketing for global companies. As a Strategic Account Executive for LanguageLine, Krys is responsible for driving innovation, growth, and providing top-notch customer service for the company’s Government sector. He actively supports his clients by helping design customized language access solutions to meet their global language needs. He keeps his clients updated on the latest available services and recommends best practice language access solutions in support of their growing multilingual customer base.	
List job-related certifications, training, and education:	Central Arizona College, Associate in Applied Science, Business – 2017 Air University-Community College of the Air Force, General Studies - 1990	
<b>Resume:</b>	filename	



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**Attachment 06 – Key Personnel**

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

<b>2</b>	<b>Name:</b> Joseph Varda	<b>Job title:</b> Business Development Manager, Translation Service
Length of employment with the company:	6 years	Length of time in current role: 6 years
Proposed percentage of overall time to be dedicated to the Services:	100 %	If applicable, length of time in related experience with large local, state or federal government agencies: 17 years
Proposed position with regard to the Services:	Account Management support for Translation Services.	
Proposed primary responsibilities with regard to the Services:	<ul style="list-style-type: none"> <li>• Developing relationships with key stakeholders to ensure the service provided by LanguageLine meets and exceeds expectations.</li> <li>• Acting as the point of contact for translation users to raise questions, concerns, or areas of new interest.</li> <li>• Ensuring that all customer concerns are dealt with professionally, appropriately and in a timely manner.</li> <li>• Monitoring management information to assess usage and performance.</li> <li>• Attending service reviews to discuss LanguageLine performance and new contract objectives.</li> <li>• Ensuring that all customer communications are channeled to the correct LanguageLine departments for timely action.</li> <li>• Coordinating and organizing formal and informal staff training.</li> </ul>	
Describe experience in performing Services similar to those that are to be assigned:	Joseph has over 11 years of experience in the translation and language services industry. He has assisted hundreds of small, medium, and Fortune 1000 global companies within various markets, such as information technology, eLearning, medical, legal, energy, manufacturing, gaming, and automotive, efficiently and effectively manage their translation and localization needs. Prior to joining LanguageLine, he held various positions, including general manager, vice president of sales and director of sales for leading translation and localization providers as well as global computer software, hardware, and services companies.	
List job-related certifications, training, and education:	Bachelor of Science degree from the University of Phoenix	
<b>Resume:</b>	filename	



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**Attachment 06 – Key Personnel**

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

<b>3</b>	<b>Name:</b> Jim Pfeiffer	<b>Job title:</b> Regional Vice President, Onsite Interpreting
Length of employment with the company:	10 years	Length of time in current role: 10 years
Proposed percentage of overall time to be dedicated to the Services:	100 %	If applicable, length of time in related experience with large local, state or federal government agencies: 24 years
Proposed position with regard to the Services:	Account Management support for Onsite Services.	
Proposed primary responsibilities with regard to the Services:	<ul style="list-style-type: none"> <li>• Developing relationships with key stakeholders to ensure the service provided by LanguageLine meets and exceeds expectations.</li> <li>• Acting as the point of contact for onsite interpretation users to raise questions, concerns, or areas of new interest.</li> <li>• Ensuring that all customer concerns are dealt with professionally, appropriately and in a timely manner.</li> <li>• Monitoring management information to assess usage and performance.</li> <li>• Attending service reviews to discuss LanguageLine performance and new contract objectives.</li> <li>• Ensuring that all customer communications are channeled to the correct LanguageLine departments for timely action.</li> <li>• Coordinating and organizing formal and informal staff training.</li> </ul>	
Describe experience in performing Services similar to those that are to be assigned:	Jim is the senior liaison to the Onsite Interpreting Services Division, providing experienced oversight and assistance in determining and executing strategic objectives. He develops relationships with key stakeholders to ensure Onsite services meet and exceed expectations. By acting as the primary contact for Onsite division, he ensures that all customer communications are channeled correctly for timely action. Jim has been in executive sales management in the language services industry for more than 15 years.	
List job-related certifications, training, and education:	Bachelor's Degree from the University of North Carolina-Charlotte	
<b>Resume:</b>	filename	



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Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

<b>3</b>	<b>Name:</b> Frank Masin	<b>Job title:</b> Vice President, Government Services
Length of employment with the company:	23 years	Length of time in current role: 22 years
Proposed percentage of overall time to be dedicated to the Services:	100 %	If applicable, length of time in related experience with large local, state or federal government agencies: 23 years
Proposed position with regard to the Services:	Senior level support.	
Proposed primary responsibilities with regard to the Services:	Frank is Krys' senior level support and can leverage the executive management within our company for any situations with the State that call for high-level involvement. Frank is the bridge between LanguageLine, LanguageLine's Leadership, the Account Executive and the State. As a part of this role, he manages expectations and provides solutions, and when required, meets with the State and Account Executives. In addition to providing senior level support to you, Frank ensures his team meets Monthly, Quarterly and Annual commitments. He provides ongoing support, training, and coaching for the sales teams. Additionally, Frank is responsible for negotiating large contracts, including contracts with the State, and provides necessary updates to Senior Leadership.	
Describe experience in performing Services similar to those that are to be assigned:	As Vice President of LanguageLine Solutions' Government Group, Frank has overall responsibility for the company's Federal, State and Local government sales and support. Frank has 25 years of leading sales and sales management experience working for Fortune 500 companies such as Aegon, AT&T and NCR.	
List job-related certifications, training, and education:	MBA from the University of Baltimore and a BS in Marketing from the University of Maryland	
<b>Resume:</b>	filename	





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Language Line Solutions, Inc. attn: Turie Cavaliere One Lower Ragsdale Drive Building 2 Monterey, CA 93940	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company NAIC#: 41718  
 POLICY NUMBER: MCX30007143201 EFF DATE: 06/01/2022 EXP DATE: 06/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Errors & Omissions	\$5,000,000 xs of	\$10,000,000

ADDITIONAL REMARKS:  
 Excess E&O: Excess policy is following form coverage.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: F1518095A 003 EFF DATE: 06/01/2022 EXP DATE: 06/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Security Liability	Limit:	\$5,000,000



# Request for Proposal

## Solicitation No. BPM005147

### Foreign Language Interpretation and Translation

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## Attachment 08 – Organization Profile

<b>Organization name:</b> Language Line Services, Inc.		Year established: 1982			
Principal address (street, city, state, ZIP): 1 Lower Ragsdale Dr. Building 2, Monterey, CA 93940					
Branch or division: N/A		Parent company or owner: LanguageLine LLC			
Years of experience providing Materials or Services similar in type and quantity as required by this Solicitation:			41 years		
Years of experience performing Services similar in size and scope as required by this Solicitation:			41 years		
Years the organization has conducted business in Arizona:			10 years		
<b>Contract Representatives</b>					
	Name	Title	Phone number	Email address	
1.	Krystopher Brightwell	Strategic Account Executive	(831) 521-4871	kbrightwell@languageline.com	
2.	Frank Masin	Regional Vice President, Government	(443) 350-7993	fmasin@languageline.com	
3.	X	X	X	X	
<b>Licenses/Certifications</b>					
	Description	Issuer	Number	Expiration	
4.	ISO 9001:2015	Orion Registrar, Inc.	1020360	10/24/2023	
5.	ISO 9001:2015	Orion Registrar, Inc.	1025934	11/14/2025	
6.	ISO 17100:2015-05	Austrian Standards	Nr. S 000824	2/01/2024	
7.	ISO 9001:2015	Orion Registrar, Inc.	1026017	12/14/2025	
8.	X	X	X	X	
<b>Financial Information (attach financial statements with income/balance sheets as Supplements)</b>					
	Rating/Issuer	Score/Rank	Date		
9.	S&P Global	BBB	11/22/21		
10.	X	X	X		
<b>Capacity</b>					
	Location	Work performed	Number of staff	Capacity	
11.	AZ DES Family Assistance	OPI	41,101	Scalable	
12.	911 City of Phoenix Police Dept	OPI	40,766	Scalable	
13.	AZ Dept of Child Safety Region 10	OPI	2,695	Scalable	
<b>Counties Organization will provide On-Site Interpretation Services to (Check all that apply)</b>					
<input type="checkbox"/> Apache		<input type="checkbox"/> La Paz		<input checked="" type="checkbox"/> Santa Cruz	
<input type="checkbox"/> Cochise		<input type="checkbox"/> Navajo		<input checked="" type="checkbox"/> Yavapai	
<input checked="" type="checkbox"/> Coconino		<input checked="" type="checkbox"/> Maricopa		<input type="checkbox"/> Yuma	
<input type="checkbox"/> Gila		<input type="checkbox"/> Mohave (AZ Strip)			



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- Graham
- Greenlee

- Pima
- Pinal



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**Attachment 09 – Proposed Subcontractors**

Contractor Name: [Language Line Services, Inc.]

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be performing all of the Work with your own personnel.

<b>X</b>	NO, the Offeror will not subcontract any portion of the Work.
----------	---

If you WILL subcontract any portion of the Work, check "YES" below and list the name(s) of persons or companies you propose to use as Subcontractors.

1. Fill in the information for each significant Subcontractor – indicate the type of work the Subcontractor will perform under the Contract and their approximate percentage of the total Contract work;
2. Provide copies of relevant certifications each person or firm possesses attached to this form; AND
3. Provide a description of quality assurance (QA) and quality control (QC) measures that you will use to ensure that Subcontractor's work meets the Contract requirements.

State may demand additional information about proposed Subcontractors as a precondition of Award.

<input type="checkbox"/>	YES, the Offeror will use the Subcontractors listed below:
--------------------------	--

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name]  [Contact information]	Yes or No	[Work to be performed]  [QA/QC measures]	X
2.	[Name]  [Contact information]	Yes or No	[Work to be performed]  [QA/QC measures]	X
3.	[Name]  [Contact information]	Yes or No	[Work to be performed]  [QA/QC measures]	X
4.	[Name]  [Contact information]	Yes or No	[Work to be performed]  [QA/QC measures]	X
5.	[Name]  [Contact information]	Yes or No	[Work to be performed]  [QA/QC measures]	X



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Attachment 10 – Experience and Capacity Response

**THE STATE MAY DETERMINE YOUR PROPOSAL NON-RESPONSIVE IF YOU DO NOT FULLY RESPOND.**

The Offeror shall provide a narrative response to each section that demonstrates their understanding of the Scope of Work requirements and describes the company's overall experience and capacity in providing the Services stated in this Solicitation. If there is a section that is not applicable to the Services required by the Scope of Work, you may mark it "N/A".

**Offeror shall provide a response either after each section or in a separate document entitled: "Attachment - Experience and Capacity Response." If a separate document is used, please clearly designate each section and double-check to ensure that each question has been answered. If any information provided is considered CONFIDENTIAL by Offeror, the information must be specifically included in the Confidential Information Designation Attachment and related documentation to be assessed for confidential treatment under A.A.C. R2-7-103.**

**1.0 Company Profile.** The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience in regards to the Scope of Work;
- 1.2 Location in which the Offeror is incorporated;
- 1.3 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;
- 1.4 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted Offer;
- 1.5 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.6 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.7 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this Solicitation;
- 1.8 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted Services;
- 1.9 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a public sector client;
- 1.10 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years;
- 1.11 Full disclosure of any criminal or civil offense;
- 1.12 Offeror shall provide evidence of any Arizona required business license to provide these Services; AND
- 1.13 Offeror shall provide copies of any professional or industry certifications that represent the Services detailed in this Solicitation.

**Offeror Response:**

**1.1) Brief overview of business operations, with an emphasis on experience in regards to the Scope of Work**

For over 41 years, LanguageLine Solutions (LanguageLine) has been providing language access services for Limited English Proficient (LEP), Deaf, and Hard-of-Hearing population. Our roots can be traced back to a volunteer venture that began in San Jose, California in 1982. Today we support 30,000 customers' needs worldwide through our lines of business, which include over-the-phone interpreting, video remote interpreting, onsite interpreting, translation, localization, and interpreter testing and training services. We provide language support in more than 240 spoken languages as well as various sign languages. We serve nearly every industry, including all levels and agencies of the government, education (7,000 school districts nationally), financial services and banks, healthcare and hospitals, insurance, consumer and retail, and travel.



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To illustrate our experience and capacity, below are a few examples of our interpretation and translation metrics that we have supported our customers with, which include:

- On-Demand Availability: Our platform availability exceeds 99.99%.
- Video Remote Interpretation: We support 5 million VRI calls. 96% of video interpreting requests are fulfilled by video interpreters (the highest percentage that has been verified in the market; most other video interpretation providers can only offer a 50-60% fulfillment rate). In case a video interpreter is unavailable, or the request is made after-hours, a video call will roll over seamlessly to one of our over 20,000 audio interpreters who are available 24/7.
- Over-the-Phone Interpretation: Annually, we support 54 million OPI calls with an average connect time of 11.9 seconds for all languages.
- Onsite Interpretation: LanguageLine's Onsite interpreting enjoyed a 96% interpreter assignment fill rate across over 139,000 requests a year.
- Translation: Over 117 million words translated annually with an achievement of 99.97% translation accuracy and 99.45% on-time delivery rates against the demanding standards we set to maintain our ISO 17100 certification.
- Testing and Training: LanguageLine has conducted nearly 11,900 sessions, which includes testing, training, and quality assessments in 2022.

**1.2) Location in which the Offeror is incorporated**

LanguageLine Solutions was incorporated in Delaware.

**1.3) Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks)**

Corporate Headquarters: 1 Lower Ragsdale Drive, Building 2, Monterey, California 93940

Translation Office: 5115 SW Sequoia Pkwy, Portland, OR 97224

**1.4) Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted Offer**

Please see the following page for our organizational chart.





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**1.5) Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract**

LanguageLine does not have any conflict of interest with any State Employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract.

**1.6) A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status**

LanguageLine has not.

**1.7) A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this Solicitation**

No.

**1.8) A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted Services.**

LanguageLine is not a part of any open or pending litigation that would have a material impact on our ability to provide services.

**1.9) A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a public sector client**

LanguageLine does not have open or pending litigations with a public sector client.

**1.10) Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years**

LanguageLine does not have any public sector contracts that have been terminated for cause or convenience in the last 5 years.

**1.11) Full disclosure of any criminal or civil offense**

None.

**1.12) Offeror shall provide evidence of any Arizona required business license to provide these Services**

Please see our Certificate of Good Standing with the State of Arizona, which is included at the end of Attachment 10.

**1.13) Offeror shall provide copies of any professional or industry certifications that represent the Services detailed in this Solicitation.**

**Licenses**

Other than a license to do business, there are no licenses required to provide language access services.

**Corporate Certifications**

LanguageLine possesses the following certifications:

**ISO Certifications:**

ISO ensures we maintain focus on our internal processes and encourages us to offer continuous improvement for our operations, highlighting our dedication to delivering the best possible services to our customers now and in the future.

LanguageLine's Translation & Localization division:

- ISO 9001:2015 - international standard that specifies the requirements for a quality management system.
- ISO 17100:2015 - specifies requirements for all aspects of the translation process affecting the quality and delivery of translation services.
- ISO 18587:2017 - provides requirements for the process of full, human post-editing of machine translation output and post-editors' competences.



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**Onsite Interpreting division:**

- ISO 9001:2015 - international standard that specifies the requirements for a quality management system.

**ASTM International:**

ASTM International defines over 12,000 standards used all over the world to improve product quality, enhance health and safety, and let customers know they can count on products. LanguageLine is the only language service provider to be certified for the following:

- ASTM F3130-18 Standard Practice for Language Service Companies
- ASTM F2089-15 Standard Practice for Language Interpreting for our phone and video interpretation services

**2.0 Company Experience**

- 2.1 What market(s) are your current clients primarily in?
- 2.2 What experience do you have serving clients in business markets within the State of Arizona?
- 2.3 What is the range in size of your current clients?
- 2.4 Provide two (2) examples that exhibit your experience with Materials or Services for clients relevant to the Scope of Work? Provide supporting documentation as a separate attachment and title the document: "Attachment - Company Experience".
- 2.5 In the last five (5) years, did any of your clients cancel their contracts with your company? If "yes", why? Please provide as much detail as possible.
- 2.6 With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

**Offeror Response:**

**2.1) What market(s) are your current clients primarily in?**

Today we are the world leader in language access, supporting over 30,000 clients and handling more than 59 million interactions each year. We serve nearly every industry, including financial services and banks, all levels and agencies of the government, education, healthcare and hospitals, insurance, consumer and retail, and travel.

**2.2) What experience do you have serving clients in business markets within the State of Arizona?**

LanguageLine's experience providing language access services to federal, state, and local governments is unrivaled. No other language service provider supports as many government entities as we do. In addition to being a trusted partner to the State of Arizona, our loyal clients also include the States of New York, Florida, Texas, California, Minnesota, Wisconsin, and Oregon. We are also the primary translation partner for Cities of New York, Chicago, and San Francisco.

LanguageLine has provided language access services to the State of Arizona since 2013. In 2022, LanguageLine provided 2,369,441 minutes of over-the-phone interpretation services in over 118 languages.

LanguageLine has also provided written translation services to numerous agencies and departments under the State of Arizona's purchasing cooperative.

**2.3) What is the range in size of your current clients?**

We serve nearly every industry ranging in all sizes, including financial services and banks, all levels and agencies of the government, education, healthcare and hospitals, insurance, consumer and retail, and travel. Many of our clients are Fortune 100 companies. The Fortune 100 includes a breakdown by general industry categories. Within these categories, LanguageLine supports:

- 94% of Healthcare companies in Fortune 100
- 80% of Financial companies in Fortune 100
- 91% of Technology companies in Fortune 100
- 100% of Telecommunication companies in Fortune 100



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- 100% of Food and Drug stores in Fortune 100
- 100% of Aerospace and Defense companies in Fortune 100

We currently serve over 10,000 healthcare and medical industry customers, which includes 18 of the 20 Best Hospitals on the U.S. News & World Report and 7 of the 10 Best Children's Hospitals.

**2.4) Provide two (2) examples that exhibit your experience with Materials or Services for clients relevant to the Scope of Work? Provide supporting documentation as a separate attachment and title the document: "Attachment - Company Experience".**

LanguageLine has over three decades of extensive corporate experience delivering on-demand language access solutions to local, state, and federal government offices, medical clinics, insurance companies, hospitals, courts and more. We leverage this experience to ensure we are offering our customers the best support with highly qualified interpreters and translators, implementation services, ongoing training and compliance support. Our partnership with thousands of government agencies at the Federal, state, county and municipal levels across North America, provides vital language access to public service areas including:

- Social services - public information, benefit administration, community hotlines, WIC
- Health departments - complete range of medical and health services
- Public healthcare facilities - hospitals and clinics
- 3-1-1 services - supporting the largest 311 centers in the United States (including New York, Los Angeles, Chicago, and San Francisco)
- 2-1-1 services - with referrals and information to social services
- Protective services agencies - services supporting children, women and the elderly
- Regulatory agencies - housing, environmental, labor
- Employment services - training, benefit administration, etc.
- Courts and justice system - information, arraignments, hearings, etc.
- Correctional facilities - basic communication, health, legal
- Education – K–12 communication with parents, community outreach
- Tele-servicing firms with government contracts
- Public safety- supporting 911/emergency dispatch for police, fire and ambulance, as well as non-emergency/routine law enforcement needs.
- Disaster relief- supporting disaster planning and communication during and following major events
- State health insurance exchanges

In addition to working directly with government agencies, LanguageLine also supports companies that serve the government through service contracts and customer service applications. Typically, these support large government programs and provide the efficiencies of a centralized interpretation center.

The following case studies are examples of our experience providing similar services to our clients:

**New York State Education Department**

LanguageLine has provided written translation services for the New York State Education Department (NYSED) since 2013. To date, LanguageLine has successfully translated more than 3 million words, in 6 unique languages. Translation projects have consisted of math learning modules including weekly lessons, assessments, and overview of Geometry, Algebra, and Calculus.

In addition to the standard translation workflow, NYSED required LanguageLine to incorporate an iterative review process with NYSED staff after the translation had been completed.

To accomplish the tasks required by NYSED and meet their needs for additional reviews, LanguageLine developed a unique workflow to incorporate client changes to the translated material. After LanguageLine completed translation, copyediting, proofreading, formatting and QA review, NYSED worked with LanguageLine to incorporate stylistic changes. Additionally, we assigned a dedicated team of highly qualified and skilled linguists to perform the activities under this contract. The execution of each translation project was completed by a team of localization professionals focused on translation, editing, quality assurance, and formatting. Additionally, as an ISO-certified business, LanguageLine completed all translations and deliveries in accordance with ISO standards and requirements.

**Performance Outcomes:**

- Total number of words translated: 3 million
- On-Time Delivery: 100%
- Zero Reported Errors



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**City of Chicago 911 Services**

For Chicago's 911 call takers, taking calls from non-English Limited English Proficiency (LEP) resulted in long call times and the call taker grappled to understand one another. Long call times with inadequate linguistic support causes a risk of miscommunication or escalation of the emergency situation before an appropriate responder arrives. That is why reliable, accurate, and rapid communication in the appropriate target language of the caller is essential to public safety agencies and 911 services.

In an effort to help improve the process for taking 911 calls from LEP residents, LanguageLine listened to the City's concerns and desires for an interpretation provider and proposed the combination of a unique toll-free number to identify 911 calls from the city as well as a customized language prompt so that a caller could access an interpreter quickly. LanguageLine initially set up 6 languages for the City with silent prompts, so the call taker could immediately select the target language and then the call would be processed quickly. This new call flow facilitated faster connect times to the interpreter and helped ensure that the police could respond to the emergency more quickly, accurately, and effectively. Today, LanguageLine connects the LEP residents of Chicago to the police department in over 60 languages.

LanguageLine was founded by a police officer. Therefore, we deeply understand the importance and urgency involved in delivering accurate, reliable interpretation services to LEP communities, especially during times of emergency. We have eliminated language barriers between the caller and call taker, shortened the response time, and ensured proper communication so that Chicago's emergency personnel can focus on what they do best without worrying about language barriers. Thanks to LanguageLine, Chicago can now respond efficiently and appropriately to each emergency call, regardless of language.

**2.5) In the last five (5) years, did any of your clients cancel their contracts with your company? If "yes", why? Please provide as much detail as possible.**

Yes. In the last 5 years, we ended our contract with California Governor's Office of Emergency Services due to the RFP being awarded to a lower cost provider.

**2.6) With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?**

LanguageLine is associated with many organizations related to the language access industry and the industries we serve. As active participants, we offer training and webinars, act as presenters at conferences, and provide targeted support on online forums through these organizations. Being a part of the organizations below enables us to support other organizations as well as continuously grow as the language access industry continues to evolve, which is the reason why today we support over 30,000 clients with a retention rate of 98%.

- Acuity
- American Hospital Association (AHA)
- American Organization of Nurse Executives
- American Telemedicine Association
- American Translators Association (ATA)
- Association for Corporate Growth (ACG)
- Association of Language Companies (ALC)
- Association of Public Safety Communication Officials International (APCO)
- Beryl Institute
- Blue Cross Blue Shield Association
- CA Association of Health Plans
- California Healthcare Interpreting Association (CHIA)
- Certification Commission for Healthcare Interpreters (CCHI)
- Coalition of Practicing Translators and Interpreters of California (CoPTIC)
- Common Sense Advisory (CSA)
- Commonwealth Purchasing Group
- Globalization and Localization Association (GALA)
- Greater NY Hospital Association (GNYHA)
- HANYS Solutions
- Joint National Committee for Languages (JNCL)
- Kentucky Hospital Association
- Massachusetts Medical Interpreter Training



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- National Board of Certification for Medical Interpreters (NBCMI)
- National Council on Interpreting in Health Care (NCIHC)
- National Council for Languages and International Studies (NCLIS)
- National Emergency Number Association (NENA)
- OMNIA Partners Public Sector (formerly National IPA)
- Oregon Health Care Interpreters Association (OHCIA)
- Texas Association of Healthcare Interpreters and Translators (TAHIT)
- The Resource Group
- Vizient

### 3.0 Offered Languages

Offeror shall submit a summary list of languages offered, under Attachment 14, and the number of interpreters/translators available to offer each language. Attach additional pages if necessary.

#### Offeror Response:

LanguageLine confirms.

### 4.0 Certificates/Licenses

Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the proposed Materials or Services. At a minimum, this shall include all certifications and licenses referenced in the Solicitation Attachment - Organization Profile.

#### Offeror Response:

##### Licenses

Other than a license to do business, there are no licenses required to provide language access services.

##### Corporate Certifications

LanguageLine possesses the following certifications:

##### ISO Certifications:

ISO ensures we maintain focus on our internal processes and encourages us to offer continuous improvement for our operations, highlighting our dedication to delivering the best possible services to our customers now and in the future.

LanguageLine's Translation & Localization division:

- ISO 9001:2015 - international standard that specifies the requirements for a quality management system.
- ISO 17100:2015 - specifies requirements for all aspects of the translation process affecting the quality and delivery of translation services.
- ISO 18587:2017 - provides requirements for the process of full, human post-editing of machine translation output and post-editors' competences.

Onsite Interpreting division:

- ISO 9001:2015 - international standard that specifies the requirements for a quality management system.

##### ASTM International:

ASTM International defines over 12,000 standards used all over the world to improve product quality, enhance health and safety, and let customers know they can count on products. LanguageLine is the only language service provider to be certified for the following:

- ASTM F3130-18 Standard Practice for Language Service Companies
- ASTM F2089-15 Standard Practice for Language Interpreting for our phone and video interpretation services



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**5.0 Financial/Accounting Information**

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the relevant Materials or Services throughout the term of the Contract. The latest two (2) years audited annual financial statements including total revenue, net income, and total assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full, the reason and provide the latest non-audited financial information including but not limited to balance sheet, income statement, as well as statements of cash flows, and change in financial position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

**Offeror Response:**

LanguageLine Solutions is part of the Teleperformance family of companies. Per the direction of our parent company, which is listed on the Paris Stock Exchange (Euronext Paris), audited reports and financial information about our organization may be found at: <https://www.teleperformance.com/en-us/investors/publications-and-events/financial-publications/>

Due to the large size of our financial reports, please refer to the link provided above for all audited financial reports for the last two years.

# STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

**LANGUAGE LINE SERVICES, INC.**

ACC file number: 1955724

a foreign corporation, was authorized to transact business or conduct affairs in the State of Arizona on 02/22/2019;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the  
Arizona Corporation Commission, and issued this Certificate on this date: **03/30/2023**



A handwritten signature in blue ink that reads "Douglas Clark".

**Douglas Clark, Executive Director**



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**Attachment 11 – References**

**State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references, including internal state clients.** Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this Solicitation. **At least one (1) of the projects referenced must be related to public sector work. All references shall be for work received and completed within the last five (5) years.**

1	Client company/Address	Contact	Begin date	End date
	Arizona Department of Child Safety – 3003 N. Central Ave. Phoenix, AZ 85012	Jesse Atoigue	7/12/2001	present
	Phone number	Email address		
	602-255-2865	Jesse.atoigue@azdcs.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Providing telephonic, video remote and onsite (in-person) interpretation as well as written document translation since 2001.				
List key Materials or Services provided.				
Over-the-Phone Interpretation, Video Remote Interpretation, Onsite, Document Translation				

2	Client company/Address	Contact	Begin date	End date
	Arizona Division of Child Support Services - 1789 W Jefferson St Phoenix AZ, 85007	Karen Boyce	12/12/2018	Present
	Phone number	Email address		
	(602) 542-4536	kboyce@azdes.gov.		
Summarize the scope and deliverables provided, including timeline and outcome.				
Providing telephonic, video remote and onsite (in-person) interpretation as well as written document translation since 2018.				
List key Materials or Services provided.				
Over-the-Phone Interpretation, Video Remote Interpretation, Onsite, Document Translation				

3	Client company/Address	Contact	Begin date	End date
	Arizona Department of Economic Services - 8620 N 22nd Avenue. Phoenix AZ, 85021	Christina Weber	10/23/2003	Present
	Phone number	Email address		
	(602) 774-5571	christinaweber@azdes.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Providing OPI support for FAA call center since 2003.				
List key Materials or Services provided.				
Over-the-Phone Interpretation				



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**Attachment 12**  
**Method of Approach**

The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal. **It is strongly discouraged for you to copy the Scope of Work in lieu of providing unique responses below.**

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

**Question 1: Method of Approach**

Provide a written narrative response that describes how you will provide the Specific Requirements as listed in the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The response shall at minimum describe and provide a response for each of the following bullet points listed below:

- a. How do you plan to provide the service?
- b. What are your processes for providing these services?

**Offeror Response:**

LanguageLine will also provide a dedicated account management team that will be there to support your language needs, setting up your account, implementing your modalities, and maintain a hands-on approach to ensure that you are always receiving the best language access services. In addition to a complimentary dedicated account management staff, we also include a customer service representative and an implementation team that will be dedicated in supporting the State throughout the life of your contract with LanguageLine for no additional charge.

**STEP 1: MEETING WITH THE STATE**

The first step is to assess the current language services program and set objectives. Your account executive and our implementation team will meet with key facility staff via phone. The purpose of the meeting is to learn about the current language services program at the different facilities and then to set the objectives and expectations for the implementation process, including end-user training.

Different language access modes have different setup requirements. Our product teams will use this meeting to establish and understand service-specific needs and information with the State.

**STEP 2: LANGUAGE ACCESS NEEDS ASSESSMENT FOR THE STATE**

LanguageLine will conduct a live or virtual walkthrough at the State to gain a better understanding of the language services in place. The team visits all areas that use language services and surveys rooms. The implementation team notes available equipment and identifies gaps in equipment and language training support materials. For video interpreting services in particular, our implementation team focuses on ways to leverage existing video equipment to access services and/or identify areas that need additional video and OPI equipment. The implementation team will identify onsite needs by location per language. This process will determine what additional resources are needed, if any, for language coverage.

**STEP 3: DRAFT CUSTOMIZED IMPLEMENTATION PLAN**

After the visit, the implementation team drafts a plan with specific recommendations for your facilities. The State will review the plan, offer comments, and provide buy-in. The plan includes a timetable for installation of equipment, staff training on how to use equipment and access language services, as well as staff training on when to use which language service.



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For video services, the team drafts an implementation plan with the specific recommendations for the facility and submits it via e-mail to the facility key stakeholder and/or champion for review, comments, and approval. Specific objectives include:

- Define the call routing requirements and schedule
- Determine ASL and spoken language needs over video interpreting
- Define call routing during off hours
- Define and create visual content and audio track for the call hold screens
- Deploy video interpreting software and accounts to the hospital's video devices and setup of hospital Wi-Fi access

#### **STEP 4: IMPLEMENTATION AND TRAINING**

Our teams will go on site to implement services within 3 weeks of receiving approval of the implementation plan by the State.

The implementation team will go onsite for 2 to 3 days at each facility, depending on the size, to deploy equipment such as 1Solution dual handset phones and our mobile video interpreting product, Interpreter on Wheels, track equipment location, conduct in-services, track the number of people trained, and distribute support tools and materials on how to access language access services.

##### **End User Training**

The implementation team will work with the facility champion, who is the main contact person, and staff educator to coordinate all training needs for language access. Our implementation staff will make adjustments, if desired, so the training plan follows all facility protocols. The training content may be drafted with the champion to include any specific topic the champion would like to cover during the training process.

##### **Training on Language Services:**

- How to identify the preferred language of the LEP to provide the appropriate language support and maintain compliance with regulatory requirements
- How to work effectively with a professional interpreter to ensure good communication
- Any facility-specific policy that is important for staff to know the client requests
- In-depth training for Director of Interpreting and related staff
- Train the trainer classes for ongoing support

##### **Training on How to Access Services:**

- How to access LanguageLine Solutions over-the-phone interpreters
- Best practices for how to schedule an onsite interpreter
- Training on online portal access to review historical, current, and future assignment requests for onsite interpreting services
- Best practices on how to submit a document or project for translation
- Best practices for scheduling testing or training services for bilingual employees
- Introduction and training of medical staff on video interpreting software and using it on video-enabled device(s).

#### **STEP 5: POST-IMPLEMENTATION REPORT**

One week after the implementation process at the State, LanguageLine's implementation team will submit a post-implementation report to the facility champion. This report contains detailed information about the results for each location. The document serves as proof of the steps taken by the State to comply with regulatory requirements.



# Request for Proposal

## Solicitation No. BPM005147

### Foreign Language Interpretation and Translation Services

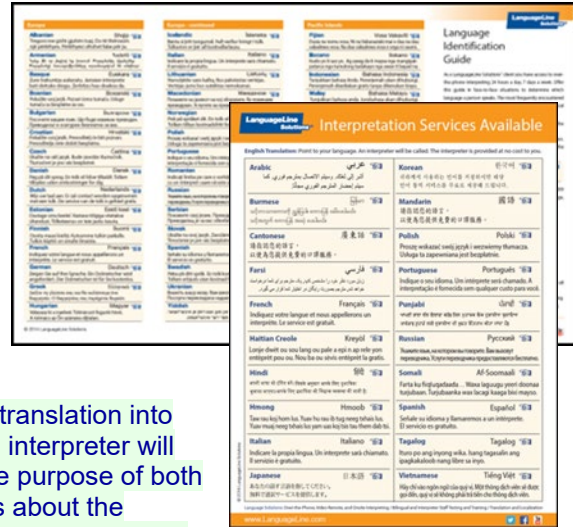
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#### SUPPORT MATERIALS

We provide complimentary support materials to educate your staff on how to properly utilize our services.

#### Language Identification and Awareness Tools

**Language ID Guide** - This is a brochure that contains the translation into 99 languages of the statement, "Point to your language. An interpreter will be called. The interpreter is provided at no cost to you." Also available as a flat laminated card, this tool aids end users in identifying the preferred language of the limited English proficient individuals they are assisting. The languages are grouped by geographical region of the world where they are most commonly spoken. The English equivalent is also listed so that staff can identify the correct language.



**Language ID Poster and Desktop Display** - They contain a translation into 20 languages of the statement, "Point to your language. An interpreter will be called. The interpreter is provided at no cost to you." The purpose of both of these tools is to alert limited English proficient individuals about the availability of Interpreter Services at your organization and to aid end users in identifying the preferred language of the limited English proficient individuals they are assisting. These tools are available as an 18" x 24" poster and an 8 1/2" x 11" self-standing display.

#### Interpreter Access Tools

**Quick Reference Guides (QRG)** – A variety of tools for easy reference that contain instructions specific to your organization on how to access an interpreter.

**QRG Postcard** – This postcard can be kept near a phone or computer or posted on a bulletin board or in other key areas. (4" x 6" card)

**QRG Wallet Card** – This card can be kept in a wallet or slipped inside an ID pouch. (Business card size)

**QRG Flyer** – This is available electronically to allow for the options to distribute via e-mail or as a hard copy to post on bulletin boards or in other key areas. (Electronic version of an 8 1/2" x 11" sheet)

**QRG Badge** – This durable plastic card with a slot can be attached to an ID badge so it's always handy. It can hang either vertically or horizontally. (A 3 3/8" x 2 1/8")

**QRG Label** - This label can be placed on or near phones, on the back of an ID Badge, or in other key areas. (A 1 1/4" x 2 5/8" vinyl label)



#### Account Support

An important factor in LanguageLine's success is that we view our clients as partners rather than customers. Every step of the way, LanguageLine will be there to support your language needs, setting up



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your personal account, implementing your modalities, and maintaining a hands-on approach to ensure that you are always receiving the best language access services.

#### **DEDICATED ACCOUNT MANAGER**

LanguageLine will provide a day-to-day dedicated Account Manager, Krys Brightwell, who will serve as your primary point of contact and be responsive to your needs by replying to all emails and requests in a timely fashion. We believe account support means more than just the basics. Every customer account also receives a dedicated Customer Service Representative to handle standard account functions such as reporting, billing, account set up, account and user charge, and basic troubleshooting.

#### **24/7 CUSTOMER SUPPORT**

LanguageLine's customer service department is accessible through a toll-free number 24/7. The department responds to questions related to account maintenance, support tools, billing issues, technical questions, and basic product information. Whenever the State wishes to order more language identification tools and training materials, the customer service department will process this request.

#### **TECHNICAL SUPPORT**

We also offer 24/7 technical support by toll-free number. Incident management has three levels of severity, which range from P1 (high), P2 (medium), and P3 (low). The resolution time frame is between 4 and 72 hours, depending on the severity of the issue. By tracking all technical issues, LanguageLine found the most common technical issue is connectivity, so we developed an in-app network diagnostic tool for our video solution. This tool eliminates the wait time for IT support by empowering the end user to troubleshoot connectivity issues through the app itself. It tests network connection and bandwidth to ensure the speed and quality of all audio and video calls.

#### **Question 2:**

**Provision of Services:** Provide a narrative description outlining the methods/techniques your organization uses in the provision of services applicable for various types of Interpreting/translating settings. Address the following sections as applicable:

- a. On-Site Interpretation: Provide a detailed outline (with timeframes) of the scheduling process for requested interpretation services.
- b. Over-the-Phone Interpretation and Video Remote Interpreting: Provide a flowchart and timeline of the call process up to connection with an interpreter. Offeror shall include the average time for each stage.
- c. Court/Legal On-Site Interpretation Services: Provide a detailed outline (with timeframes) of the scheduling process for requested interpretation services.
- d. Document Translation: Explain the type of computer systems and software (if any) your firm uses in the language translation process, and why it is utilized. If your company does not utilize computer systems and/or software, explain why and the process that is currently in place. Describe the editing, proof reading, and publishing process.
- e. Voiceover Translation Services: Explain the type of computer systems and software (if any) your firm uses in the language translation process, and why it is utilized. If your company does not utilize computer systems and/or software, explain why and the process that is currently in place. Describe the editing, proof reading, and publishing process.

#### ***Offeror Response:***

##### **a) In-Person Interpretation**



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LanguageLine Onsite utilizes a combination of a skilled and dedicated scheduling team and an online portal for all interpretation assignments. Our dedicated onsite booking staff, consisting of twelve staff members, will manage the scheduling of all assignments for the State. The State's bookings will be coordinated by an Onsite Interpreting Scheduling Manager and will provide a clear line of communication to coordinate the State's onsite requests via our Interpreter Intelligence portal.

Our dedicated onsite booking staff will manage the scheduling of all assignments for the State. The primary scheduler for assignments will be Josh Polk. Josh has over 10 years of Onsite Scheduling expertise and has provided a clear line of communication to coordinate the State's onsite requests via our Interpreter Intelligence portal. Our portal was built with our client's needs in mind. Through Interpreter Intelligence, we can book the most qualified interpreter for you by having a rating scale in place to monitor their performance. We provide cost savings to you by locating the closest interpreter to the job site.

The process to book an onsite interpreter is detailed below.

Submit a booking request. You can submit booking requests through the following channels:

- Toll-free phone number
- E-Mail
- Interpreter Intelligence Portal

Based on the time-sensitivity of the request, our booking coordinators may work to confirm an interpreter for the assignment immediately upon receipt.

Interpreter Confirmation. Once the interpreter is confirmed, the coordinator will notify your staff in writing within 24 hours of the request, that the interpreter is booked for the assignment. Frequently assignments are confirmed in less than 24 hours.

The Onsite Scheduling Team is available 24/7. LanguageLine's booking process makes it easy for your staff to request specific interpreters by language, interpretation level, and proximity.

LanguageLine is dedicated to providing our interpreters with the correct information about their assignment in order for them to deliver the highest standard of interpretation by being prepared for the situation at hand. We are acutely aware of the need for culturally sensitive interpreting and will make every effort to accommodate your requirements.

**b) Over-the-Phone Interpretation and Video Remote Interpreting**

Provide a flowchart and timeline of the call process up to connection with an interpreter. Offeror shall include the average time for each stage.

LanguageLine's call flow for accessing a LanguageLine interpreter is easy to do, and calls can be made from any phone. We have also built thousands of custom call flows for customers and can build a call flow for the State, if required. Below is a description of our standard call flow:





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### Standard Call Flow

Upon establishing an account with LanguageLine, your organization will be issued a dedicated toll free 800 number and a unique 6-digit client ID number. This number is exclusive to The State and allows all your staff to use LanguageLine's vast network of on-demand interpreters, any time of day.

1. Dial the toll-free number provided by your LanguageLine account manager.
2. Next, enter your unique 6-digit Client ID number. You also have the option to have your Client ID through auto populate if you prefer.
3. Then, select a language:
  - a. Press 1 for Spanish
  - b. Press 2 for All Other Languages and choose the Language
  - c. Press 0 to get help identifying a Limited English Speaking person's language.
4. You will be connected to a professional LanguageLine interpreter. The interpreter immediately will provide his/her first name and interpreter ID number and then begin interpreting.

LanguageLine's Cloud-based solution enables routing to the appropriately qualified interpreter at the fastest connection time possible for all calls. Our technology platform is "always on" carrier grade, which allows us to scale while providing unparalleled availability, privacy, and security, 24/7/365. Our average connect time to an interpreter in the last year was 11.9 seconds.

Our standard Service Level Agreements for connect times on Phone Interpreting calls are as follows:

Tier 1 Language – Spanish: Calls are answered within 30 seconds or less, on average.

Tier 2 Languages – Mandarin, Cantonese, Russian, Vietnamese, Korean, Portuguese Polish, French and Arabic: Calls are answered within 45 seconds or less, on average.

Tier 3 Languages – All other supported languages: Calls are answered within 60 seconds or less, on average.

### Customizations

We recognize that each client has specific needs to capture data as a part of the initial call process to allocate costs or track usage. This data often includes department codes and other cost-identifying data. This data, when collected, is carried through to our reporting and invoicing. Today, we provide up to four unique data fields that we can capture in addition to the Client ID. We encourage our clients to utilize numeric fields as they can easily be captured through our automated IVR platform. If there is a request for alpha-numeric data, the calls transfer to an operator to capture the remaining data. This will increase the time to connect to an interpreter, thus our recommendation for numeric only codes.

In addition, as we described above, we provide our unique Client ID to each of our clients. The Client ID, in addition to configuration capabilities, can be structured to be deployed across multiple departments within your facilities. The State of Arizona can identify an appropriate structure for reporting and invoicing purposes and we will deploy and configure the Client ID most efficiently. This assists in reducing the data gathering time and expediting the call handling process. Using the Client ID also allows our team to develop custom scripts and greetings used by our interpreters when handling your interactions.

LanguageLine also provides the ability to customize the call flow for your agents to reduce total call handle time by streamlining access to our interpreter network. By starting with your desired customer experience in mind, we can partner with your customer care and IT teams to design a call flow to help provide the best customer experience in your customers' preferred language. Customized solutions include:

- Auto-Populated CID Call Flow – The State will be given a unique toll-free number that auto-populates their CID. The call flow then follows the same process as the standard call flow.
- Auto-Populated CID and Custom Language Menu Call Flow – When State users calls their unique toll-free number, the CID auto-populates, and your identified top languages are pre-programmed into the menu for selection. This will deliver the fastest connect times for most calls. LanguageLine can



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pre-program up to 8 languages. Speech Recognition Interactive Voice Recording (IVR) can be used for a small percentage of lesser-used languages if needed.

- LEP-Initiated Call Flow (Direct Response) – For an additional setup charge, LanguageLine Solutions also offers a Direct Response call flow which is initiated by the LEP person. When the LEP calls a client's Direct Response toll-free number, they are greeted with a custom in-language recording, and then to an interpreter. The interpreter begins the call with a customized greeting defined by a whisper prompt in their headset. After an automated pause, the call connects to the client. There are four types of Direct Response call flows including:
  - o Direct Response Standard Call Flow
  - o Direct Response with Language Menu Call Flow
  - o Direct Response Standard with Department Menu Call Flow
  - o Direct Response with Language Menu and Department Menu Call Flow

**d.) Document Translation:**

LanguageLine offers different solutions based on the States's needs to help you streamline your translation projects, giving you greater flexibility and added control of your content. Our industry-leading "tech stack" includes cutting-edge solutions that provide significant benefits to our clients.

**LanguageLine® Connect<sup>SM</sup>**

LanguageLine Connect allows organizations to easily send global content from their content management system (CMS) to LanguageLine. This simplifies the workflow and removes unnecessary manual steps to quicken the content transfer between LanguageLine and our clients. In addition to having the ability to develop customized connectors, we also offer over 60 out-of-the-box connectors that seamlessly integrate with your content platforms. These connectors include OneDrive, SharePoint, Google Drive, OpenText, Drupal, WordPress, Salesforce, AEM, Zendesk, Gitlab, Bitbucket, Box, Egnyte, Microfocus, S3, FileNet, EPiServer, and many more. Once your translation is complete, LanguageLine sends the content back to your CMS, so the State can quickly publish into your desired platform or share it with your clients.

**LanguageLine® Machine Translation<sup>SM</sup>**

LanguageLine provides Machine Translation (MT) with your choice of post-editing based on your needs and the nature of the materials. Regardless of the level used (raw MT, light PE, full PE, etc.), we have built quality assurance (QA) engines that looks for a large amount of common quality issues (terminology check, source, and target consistency, do not track (DNT) list, etc.) The QA engine is run on all MT deliverables.

**LanguageLine® Translation Portal<sup>SM</sup>**

LanguageLine is firmly committed to providing innovative solutions that maximize our clients' investment in translation while also improving efficiency. The LanguageLine Translation Portal was specifically designed to make it extremely easy for large, global organizations to dispatch projects for translation from anywhere in the world and then monitor or manage them centrally. It is also the framework for all our automated translation solutions. By streamlining the localization workflow, the LanguageLine Translation Portal allows for faster turnarounds while also providing 24/7 online project tracking. Authorized users simply login, enter the language pair, the type of deliverable they need to be returned, any special services that may be required such as graphic design, and when they need it back. They then attach the file and dispatch the project for quote and/or execution.

**Desktop Publishing and Graphic Design**

LanguageLine provides comprehensive desktop publishing (DTP) services. Our in-house DTP specialists are experts in all major formatting and word-processing applications, including InDesign, Illustrator, PageMaker, FrameMaker, Acrobat Exchange, MS Word, and Google Docs. We also work with many single-source publishing applications like TeamSite, AuthorIT, RoboHelp, Flare, WebWorks, and Arbortext. For creative graphic design, our desktop publishing team members are experts in leading



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software programs such as Adobe Photoshop, Adobe Illustrator, Macromedia Fireworks, CorelDraw, Freehand, Canva, and others.

LanguageLine recognizes that one size does not fit all when it comes to translation workflow. We take the time necessary to work with your translation requestors to understand and document the specifics of what they need to achieve, then design an ISO compliant workflow to meet that specific need. Below is a list of common workflow steps, in the order they are executed, for a typical translation and localization project:

1. Receipt of Source Files: Source files are provided by the client via email, our secure web portal, an FTP site, our secure TMS (LingoNET), a 3rd party TMS, file sharing programs (e.g., ShareFile, Dropbox, Basecamp, etc.), or integration with a Content Management System (CMS).
2. Source Content Analysis: We use basic word counting tools to estimate the number of words to be translated.
3. Planning, Budgeting and Scheduling: Based on the source content analysis, we determine the resources, costs, and time required to complete each target language and use this information to prepare a detailed quote and project plan, including all relevant milestones.
4. Glossary Development, Terminology Lists, and Style Guides: Correct, appropriate, and consistent use of terminology, whether it be specific to an industry, company, or product is vital to the acceptance of any translated material. If time permits, LanguageLine suggests creating and managing a glossary of such terms. Once approved by your in-house review team, the translated glossary becomes the basis for subsequent translations. Style guides that specify tone (formal versus conversational), hyphenation, formatting, units of measure, and “do not translate” requirements are also highly recommended.
5. Translation: A highly skilled team of professional translators is selected for the project based on their subject matter expertise, physical location, and any other relevant factors, as necessary. Working directly in the source document, one or more linguists then complete the translation step, which is the initial conversion of the text from one language to another, overwriting each source segment as they go along. The number of linguists used for this step depends on timeline constraints and client priorities.
6. Copy editing: Following the translation step, a second “senior” linguist (or multiple linguists, depending on project needs) reviews 100% of the translated content, comparing each translated segment with the original source to ensure accuracy. The copy editor has the additional role of editing the content into one consistent voice and writing style, as necessary.
7. Desktop Publishing (format one): Translated and copy-edited content is then placed and formatted into draft deliverables (in whatever application was specified) by a Desktop Publishing Specialist. This expert (a) fixes any issues related to text expansion or contraction, (b) applies required font substitutions, and (c) adapts the layout of the file to achieve the same “look and feel” of the source document while tailoring it to the characteristics of the target language.
8. Proofreading: This third linguistic step, which is performed by yet another linguist not involved in either of the first two linguistic steps, has two objectives: (a) ensure that the translated document or application “stands on its own” without reference to the original English content, and (b) identify any latent, superficial translation defects such as truncated or corrupted text, misspellings, grammar and punctuation errors, and inconsistencies. Unlike the translation and copy-editing steps, this review is performed in context on the nearly final deliverable.
9. Desktop Publishing (format two): Any comments identified by the proofreader are incorporated into the draft deliverables. Following this step, localized target language files are ready to be finalized.
10. Quality Assurance Review (1st pass): A QA specialist again compares the formatted target language deliverables, in context, to the original source file, page-by-page, line-by-line. Any defects or deviations are noted for investigation and correction.
11. Desktop Publishing (format three): Format-specific issues found in the Quality Assurance Review are investigated and resolved by the Project Manager and forwarded to the desktop publishing team for incorporation into the deliverables.



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12. Quality Assurance Review (2nd pass): The new changes incorporated by the desktop publishing team in the previous step are reviewed against the previous draft and the English Master equivalent, again in a page-by-page comparison.
13. Final Format (format four): Any additional defects noted in the second Quality Assurance Review are incorporated into the deliverables.
14. Project Manager Review: Completed files are delivered back to the project manager for final review and approval before final delivery (iterative process).
15. Delivery of Translated Files: Files are delivered to the client in whatever format requested. Files can be delivered via email, FTP, LingoNET, or any number of other secure delivery methods.
16. In-Country Review (ICR): If the client has suitable resources, we suggest that one or more linguistically qualified stakeholders review the deliverable and provide feedback. This collaborative feedback loop is an important mechanism for maximizing translation quality, not only for the deliverable in question, but for all future work. LanguageLine is always willing to assist our clients in development of a robust ICR review process.
17. Incorporation of ICR Comments: All ICR feedback is reviewed by our linguistic team to ensure seamless integration into the existing deliverable. In most cases, client feedback reflects the stylistic preferences of the reviewers (e.g., tone, word choice, etc.) rather than the correction of actual errors. It is also not uncommon to see feedback that improves the final deliverable but does not reflect the original source content. All of this feedback is invaluable, however, in ensuring consistently high-quality deliverables.
18. Final Delivery of Translated Files: Files are redelivered, including PDFs if requested.

e.) Voiceover Translation Services:

LanguageLine performs full multimedia localization including in-language audio recording for voice-over, dubbing, and telephone IVR systems. Not only do we record the audio, but our in-house localization engineers will sync and time the audio to the original eLearning, video, podcast, etc. We have several audio options and our default option uses professional voice actors in a formal recording studio.

**Question 3:**

**Personnel:**

- a. Explain the methodology used to test and hire Qualified (Non-Certified) and Certified interpreters/translators. Describe any skill assessment your firm performs. Describe how your firm determines proficiency at the time of hiring or subcontracting. Also describe the education and experience requirements for Qualified (Non-Certified) interpreters/translators.
- b. Describe your firm's process for determining appropriate personnel for specific assignments. Explain how you ensure cultural sensitivity when making assignments.

**Offeror Response:**

- a. **Explain the methodology used to test and hire Qualified (Non-Certified) and Certified interpreters/translators. Describe any skill assessment your firm performs. Describe how your firm determines proficiency at the time of hiring or subcontracting. Also describe the education and experience requirements for Qualified (Non-Certified) interpreters/translators.**

**In-Person Interpretation**

LanguageLine Onsite has its own Interpreter Recruiting and Testing Department which screens all new onsite interpreters to ensure they are qualified to support our customers. We assess our interpreters in subjects including cultural competency, ethics, the role of the interpreter, HIPAA, and other confidentiality



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issues. LanguageLine carefully verifies an interpreter's qualifications and selects only interpreters who can support our customers' requirements.

A typical onsite interpreter candidate has many years of interpretation experience, but a minimum of two, a background in a language-related field, and a college degree. Interpreters' skills will be validated through a combination of a review of their credentials, along with their current certifications, education, work history, and web-based or oral assessments as deemed necessary, depending on the circumstances.

**Interpreter Selection:** Our company has distinguished itself by using a unique, three-step selection process conducted by our seasoned team of professional recruiters and testers. Our screening process for candidates includes:

- Interview that serves as suitability assessment to identify candidates who have the requisite background and experience to be an interpreter for LanguageLine.
- Review of interpreter's credentials, including education, training, certifications, and licensure where required.
- Objective assessments (components: language, industry specific terminology, Code of Ethics).

**Minimum Qualifications:** Our hiring qualifications for all onsite interpreters include fluency in English and the target language, training, and experience in face-to-face interpreting, as well as knowledge of the Code of Ethics and Standards of Practice for onsite interpreters. Interpreters must have the ability to communicate with individuals from diverse backgrounds and be aware of cultural factors that may affect communication. Interpreters must have strong interpersonal skills, excellent customer service skills, and the ability to interact with people of different cultures, religious beliefs, educational levels, and socioeconomic groups. Specific requirements include:

- Excellent command of both English and target Language
- Ability to provide clear and concise oral communication
- Professional experience providing onsite, face-to-face consecutive interpretation
- Excellent judgment, negotiation, and conflict resolution skills
- Ability to react calmly and effectively in all situations
- Excellent presentation skills
- Professional demeanor and appearance
- U.S. citizenship or possess a valid work permit
- Ability to pass a criminal background check prior to hiring

Interpreters' skills are validated through a combination of a review of their credentials and their current certifications, education, work history, and web-based or oral assessments as deemed necessary depending on the circumstances. LanguageLine conducts new hire orientations that review role boundaries, positioning, use of 1st and 3rd Person, accuracy, transparency, impartiality, confidentiality, conflicts, professionalism, and cultural awareness.

**Over-the-Phone Interpretation & Video Remote Interpretation**

LanguageLine interpreter recruiting process is rigorous and integral to providing the highest quality interpretation to our valued customers. Our experienced recruiting staff screens all potential applications and resumes for prior experience with the language services industry. The typical LanguageLine candidate has two years or more of interpretation experience. Some have many more years of experience in the interpretation field, but nonetheless, all candidates will receive training. Specific requirements also include:

- Excellent command of both English and target language
- Ability to provide clear and concise oral communication
- Excellent presentation skills



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- Professional demeanor and appearance
- Ability to react calmly and effectively in all situations
- Must pass a criminal background check prior to hiring

If the candidate passes the initial interview, LanguageLine then verifies the candidate's proficiency level in English and a target language, by taking LanguageLine's proprietary Language Proficiency Test and an Interpreter Skills Assessment Test. LanguageLine is the only language service vendor to screen medical interpreter candidates using 2 rigorous externally validated oral language tests, developed using feedback from top academics at the prestigious Middlebury Institute of International Studies and the Defense Language Institute. These tests are integral to selecting skillful interpreters, and ensure our clients receive the best possible service.

**Language Proficiency Test:** LanguageLine evaluates all candidates' language proficiency in both English and the target language through a formal Language Proficiency Test. The candidates must prove their ability to express themselves grammatically, display a wide range of vocabulary, enunciate words, listen attentively, and use courteous language. The test format is an oral interview with questions that increase in difficulty as the test progresses. Proficiency must be at the advanced or superior level to qualify for the next test.

The Language Proficiency Test was validated by Martha Herzog, former Vice Chancellor for Evaluation and Standards at the Defense Language Institute and Foreign Language Center, Presidio of Monterey, CA.

**Interpreter Skills Test:** The Interpreter Skills test is the second test, and is a rigorous, criterion-referenced integrative test. The test is "bi-directional," which means it tests from English into a target language (such as Spanish or Mandarin) and from the target language into English. The interpreter must prove their fluency and ability to interpret typical scenarios our employees handle, such as calls from the government, insurance companies, hospitals or banks. Scores include both objective and subjective measures. If the interpreter meets our standards with this test, they can progress to our intensive interpreter training program.

The Interpreter Skills Assessment was validated by Dr. Eddine Dahel, associate professor at the Middlebury Institute of International Studies. Dr. Dahel holds a doctoral degree in management sciences and specializes in quantitative analysis.

Our hiring managers use an onboarding checklist to review that all screening steps are complete before an interpreter can proceed to orientation and our industry-leading Interpreter Training program. If the interpreter candidate qualifies, Human Resources communicates to the Training Department that the candidate can begin Interpreter Training.

All LanguageLine interpreters are internally certified by our rigorous internal testing and training program. LanguageLine holds ASTM International certifications for ASTM F3130-18 Standard Practice for Language Service Companies and ASTM F2089-15 Standard Practice for Language Interpreting. The ASTM F3130 practice specifies the basic policies, processes, procedures, and resources needed by a language service company to provide the quality services required by its clients. The ASTM F2089 practice defines professional standard for quality services specific to language interpreting.

Interpreter Training is one of the cornerstones of our business and a requirement for all interpreters. It focuses on the role of the interpreter, the importance of retaining a neutral tone, and how to ensure truly excellent customer experience. Key topics covered include consecutive interpretation, memorization techniques, call handling processes, and the role of the interpreter.



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Our interpreters are a bridge to other cultures and understand the customs and appropriate mode of communication with your patients. Therefore, cultural sensitivity is imbedded in all aspects of our training program. All medical interpreters must also complete Bridging the Gap training, a premier medical interpretation-training program that prepares interpreters for the following topics:

- Medical interpreter roles
- Standards of practice
- Ethics
- Overview of health care system
- Cultural competency
- Medical terminology

Bridging the language barrier between a patient and the healthcare provider is paramount in delivering the best healthcare service. Through our medical training program, we ensure that our interpreters are aware of cultural nuances as well as being well versed in the cultural beliefs, values, and practices of your patient in order to properly serve as conduits, clarifiers, and cultural brokers.

#### New Hire Orientation (NHO)

All newly hired LanguageLine interpreters participate in the New Hire Orientation (NHO) Program which consists of a blend of instructor-led sessions and web-based knowledge training. This blended, collaborative learning program is a major contributor to interpreter satisfaction and success. LanguageLine worked with Cross Cultural HealthCare Program to develop our basic medical training content.

#### NHO Part 1: Web based knowledge training

LanguageLine's recent Lean Six Sigma onboarding process review led us to change how we deliver the knowledge-based content of the NHO. We moved the content to a web-based training format from instructor led. This reduced the amount of time each trainee had to spend in the classroom while improving the quality of the experience, allowing the trainee to master the content efficiently. Web-based content also gives the trainee the ability to review content areas that may need further study. There are 25 hours of pure content in NHO, including 911 Interpreter Training. The 911 Training includes the following crucial components:

1. 911 call management, including in-depth training on how to take 911 calls:
  - Obtaining crucial information: if there is a true emergency, interpreters are trained to obtain crucial information, such as what, where, and when.
  - Relaying the answers quickly to the dispatcher by prioritizing the information provided.
  - Being succinct when necessary.
  - Making a special effort to exercise control over the segment length.
  - Key to handling 911 calls:
    - o Remaining neutral and impartial.
    - o Remaining calm and maintaining composure at all times.
    - o Remaining detached to avoid stress.
    - o Listening for clues that the call may be an emergency.
2. Reviewing actual 911 call scenarios, including calls involving:
  - Ambulance
  - Police Department or Sheriff's Office
  - Fire Department
  - 911 call situations
  - Medical emergencies
  - Burglary
  - Domestic violence



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- Missing person report
  - Stolen car/bicycle report
  - Vehicle recovery report
  - Noise complaint
  - Auto accident
  - Stolen property report
  - Dispute
  - Other emergency call situations:
    - Possible gas leak
    - Psychiatric condition
    - Possible drunk caller
    - Complaint against an animal
3. Role-Playing Exercises with call scenarios developed based on real 911 calls
4. Typical Medical and Legal terminology used on 911 calls

Also, an additional 15-hour web-based course is given to medical interpreters. The Medical Specialized Interpreter Training Program covers:

- The Health Care System
- Role of Medical Interpreter
- Medical Interpreter Code of Ethics
- Standards of Practice for Medical Interpreters
- Pain descriptors
- Medication related terms
- Common Medical Procedures
- Medical Professions and Specialties
- Description of Symptoms
- Health Insurance terms
- Durable Medical Equipment
- Palliative Care

Before interpreters can answer clinical healthcare calls, they must pass the Medical Interpreter Skills Assessment. New medical interpreters are monitored twice in their first 30 days on the job. If their scores are not acceptable, they return to the general interpreter level.

Our NHO thoroughly covers security and confidentiality issues for healthcare, government, financial services and insurance sectors. It is the policy of LanguageLine to provide training for HIPAA, FWA regulations, Joint Commission Standards, the Gramm-Leach-Bliley Act, and other industry specific regulations. These trainings cover specific regulations outlined within each policy, the implications of these rules, and how they are applied to each industry. All of our interpreters are required to sign and comply with our corporate confidentiality agreement, non-disclosure agreement, and Code of Ethics on an annual, recurring basis.

#### NHO Part 2: Roleplaying/Coaching Skill Development

The web-based curriculum is supported by the Quality Assurance Department led one-on-one roleplaying and coaching by Senior Language Specialists (SLS) for skill development (putting the knowledge into practice). SLS are responsible for the interpretation quality of a team of interpreters. The SLS is responsible for service observation and one-on-one coaching for interpreters based on service observation results and customer feedback. In fact, Senior Language Specialists conduct an induction/mentoring session with new interpreters within their first one to two days of taking calls to reinforce their NHO through role playing, question and answer session and coaching.



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SLS qualifications include exceptional language proficiency in both working languages, possesses the highest interpreter skill status, a minimum of 1-year experience with LanguageLine, and a rating of outstanding performance as an interpreter. Our SLS have an average of 13 years of experience working for LanguageLine.

#### Stress Management Training Program

As interpreters take hundreds of 911 calls each month, they inevitably deal with the same on-the-job stress that the 911 dispatcher experiences. LanguageLine approached the 911 centers to learn how they address stress cases. As a result, in 1999, LanguageLine implemented the Stress Management and Peer Counselor Program that has been used by Police Departments and 911 Centers in the State of California. The program was developed by Richard Behr and Kevin Willett, Public Safety Training Consultants and Police Officers, with input from Interpreter Training Manager.

The training covers:

- Stress in the workplace
- Stress facts
- Cumulative stress
- Critical incident stress
- Coping techniques
- Coping strategies
- Personal management and relationship skills
- The Peer Support Program

In addition to receiving the training program, interpreters have access to the Peer Support Program at any time to defuse stress after a critical incident. The trainers and peer supporters were identified for their related educational background and previous work experience, as well as their outstanding performance.

#### Continuous Professional Development

All interpreters are encouraged to participate in professional development programs. The training modules include role-playing exercises for frequently encountered industry-specific scenarios. Expert facilitators, with in-depth knowledge of each particular subject area, conduct all training sessions. Though participation is not mandatory, LanguageLine offers 1 to 1.5-hour sessions in different industries:

- 12 hours Medicaid, Medicare and the Secret Shopper Program
- 6 hours of interpreter protocols
- 6 hours of recorded statements (Insurance Standard Procedure)
- 12 hours of handling stress after a traumatic call
- 12 hours of protocols for legal/court calls
- 6 hours of 911 calls
- 12 hours Interpreting for the terminally ill requesting dying with dignity

LanguageLine also provides interpreters with ongoing job education and training through the following activities and media:

- LanguageLife Newsletter – monthly newsletter sent to all interpreters that includes tips, best practices, industry-related information, training updates, terminology, quizzes and communications to help each interpreter improve their knowledge and skills.
- Glossaries – Print and online vocabulary-building references updated regularly to improve interpreter language skills and understanding across industries.
- At-a-Glance Dictionaries – words and terms definitions for quick and easy reference, revised frequently and distributed as electronic copies.
- Interpreter Chatter Groups – LanguageLine supported online communities that alert interpreters of important announcements, exchange relevant information, share experiences, relay ideas and



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get feedback from each other and from LLS subject matter experts. We have seven Chatter Groups with over 7,000 members.

### **Translation**

As an ISO 17100:2015-05 certified language service provider, LanguageLine is extremely selective when onboarding translators. In fact, less than 1 in 11 linguists who apply for a position at LanguageLine meet our rigorous standards, which we believe makes us the most selective language services company in the industry. We have a dedicated vendor management team that is responsible for sourcing, interviewing, qualifying, testing, negotiating contracts and pricing, hiring, and managing our translators.

Unlike many firms, we do not use part-timers, college students, or the cheapest resource available. All of our translators, copyeditors, and proofreaders are native speakers and, in most cases, reside in-country. At minimum we require a graduate-level education (bachelor's degree or higher), industry specialization, and 5 references (typically from their clients). All translators, linguists and reviewers must pass subject-matter specific translation and proofing tests. Whenever possible, linguists certified by the American Translators Association (ATA) will be used. In addition, our business management systems maintain a record of translator and interpreter performance.

Before a linguist can work for LanguageLine, they must pass a linguistic competency evaluation administered by us. As a part of this test, prospective linguists are asked to translate sample text based on their reported area of expertise. The resulting translation is then evaluated by one of our seasoned linguists for overall accuracy, subject matter comprehension, accuracy of technical terminology, consistency of terminology, syntax, writing style, possible mistranslation, and possible omissions. If the prospective linguist receives a positive evaluation, LanguageLine begins a professional relationship by contracting for proofreading on small word count projects. The linguist remains in this role until their appraised body of work warrants escalating them to copyeditor and eventually translator.

**b. Describe your firm's process for determining appropriate personnel for specific assignments. Explain how you ensure cultural sensitivity when making assignments.**

**a) In-Person Interpretation**

Upon receipt of a booking request from the State, LanguageLine's Onsite Scheduling Team will utilize its Interpreter Intelligence portal to identify available, highly qualified interpreters for the assignment. Only the highest rated interpreters with the appropriate skill set will be selected as a candidate to fulfill the interpretation assignment. When necessary, LanguageLine's Scheduling Team will then reach out to the Interpreter Manager of the selected interpreters to determine who the most appropriate candidate is for the assignment based on their experience and performance.

All onsite interpreters abide by national standards for interpretation, exhibit cultural sensitivity, and remain neutral.

**b) Over-the-Phone Interpretation & Video Remote Interpretation**

LanguageLine's over-the-phone and video remote interpretation services are on-demand services whereby callers are connected through the call flow process to the first available qualified interpreter based on the caller's account settings (i.e., court, healthcare, financial, etc.). This ensures the fastest connection to a trained and culturally sensitive interpreter. Interpretation for specific languages for OPI and VRI may also be scheduled in advance by contacting the Interpreter Resource Center.

**c) Written Translation**

LanguageLine utilizes a Business Management System powered by Workfront, a cloud-based Enterprise Work & Project Management solution trusted by thousands of global enterprises. Since deploying the application in 2009, we have continued to invest significantly to improve and customize its features; and we believe it is now one of the industry's most robust business systems for managing translation projects. Workfront records every task that is performed on every project, as well as the team member who



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performed it. If necessary, LanguageLine can easily identify the translators, editors, and/or proofreaders that worked on any project. Please note that whenever possible LanguageLine will use a dedicated "Arizona" team to execute projects under this contract. This means that we will use the same project managers and translators who have successfully delivered more than 1,273 projects for the State in the last year alone. Use of our dedicated Arizona team will ensure consistency from project to project with both terminology, stylistic preferences, and overall State knowledge.

**Question 4:**

Problem Resolution: Describe the methodology used for problem resolution. Illustrate how your organization tracks responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.

***Offeror Response:***

**a) In-Person Interpretation**

Onsite Division maintains hubs of onsite interpreters within Arizona, providing the state with the benefits of a locally based project team, and the stability and customer support infrastructure of a national company. We have the largest dedicated onsite interpreter scheduling and customer support teams in the industry. This ensures that the State has continuous access to a customer service team that is dedicated to meeting your interpretation needs and addressing issues if and when they are identified. If an issue is identified that cannot be resolved through the Interpreter Scheduling Team, the issue will be escalated to the State's Onsite Account Executive. The Account Executive will provide a response to all issues within 24 hours and resolution within 48 hours. Our team will be available for immediate attention by phone or by visit on location.

**b) Over-the-Phone Interpretation**

LanguageLine is committed to providing our clients with the highest quality interpretation services available and we achieve this through a comprehensive interpreter monitoring program that includes internal and external quality control processes. Internally, the Quality Assurance department manager is responsible for overseeing all monitoring of LanguageLine interpreters. The monitoring standards used are based on accepted national interpretation standards, the interpreter Code of Ethics, and customer feedback. During monitoring, the company never records any calls because we are committed to maintaining the highest levels of confidentiality. With our "silent" observation process, interpreters are unaware of when they are being observed, but they know monitoring could occur at any time.

Throughout every monitoring session, a SLS listens to several live calls conducted by an interpreter to objectively evaluate his or her skills. This process ensures consistency and fairness. The SLS notes all results and specific performance details on the monitoring form. The rating standards on the form contain the following major areas of evaluation:

**1. Customer Service:**

- Open the call appropriately: The interpreter opens the call with a professional greeting and introduces herself or himself to both parties on the line (both the English speaker and the Limited English Proficient person).
- Follow client's instructions: The interpreter always follows the client's instructions and avoids providing any personal instructions to any party on the line.



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- Use polite forms of expression: The interpreter is decorous and employs polite phrases in both languages. Some languages and cultures require a stricter use of polite forms of address.
- Appropriate tone, patience, and helpfulness: The interpreter is poised, patient, helpful, and respectful toward all parties on the line.
- Quiet working environment: The interpreter answers the call from a quiet working environment and avoids distractions or noise that might hinder audibility or comprehension.
- Close the call appropriately: The interpreter is the last person to close the call and makes sure the client does not need further assistance before doing so.

**2. Interpretation Skills and Role of the Interpreter:**

- Offer accurate and complete rendition: The interpreter remains faithful to the source language and clarifies situations, when needed. He or she ensures the speakers converse in “workable segments” while interpreting to ensure accuracy and completeness.
- Demonstrate command of both languages: The interpreter demonstrates linguistic ability in the language pair that she or he is qualified to interpret and adheres to syntax and grammar rules.
- Manage the flow of the call: The interpreter maintains the pace of the call and provides a timely rendition, avoiding unnecessary pauses.
- Avoid taking over the call: The interpreter does not initiate questions, other than for clarification purposes.
- Avoid interaction with LEP speaker without client’s permission: The interpreter keeps the client informed of any exchanges had with the LEP customer for clarification purposes.
- Remain impartial and unbiased: The interpreter does not provide his or her personal opinion at any time.
- Use correct protocol for the industry: The interpreter understands the correct protocol for each industry, such as the use of first-person interpreting, or cultural brokering in the healthcare industry. Protocol varies by scenario, and the interpreter is always aware of and adheres to our internal and national standards.

After each monitoring session, the SLS delivers 30 minutes of feedback to the interpreter. During the feedback session, the SLS acknowledges the interpreter’s strengths and details areas in which improvement is needed. Then, the monitor obtains a commitment from the interpreter to improve in specific areas and schedules a follow-up observation. Our company tracks all observation forms for quality assurance and interpreter development purposes.

**Voice of the Customer**

Externally, LanguageLine actively solicits customer feedback through our Voice of the Customer (VOC) program. Any customer can submit a VOC form through our company website. This system allows us to expedite any issues and take action, up to termination, if an employee’s performance fails to meet our stringent standards. Customers can also submit a commendation when they have an exceptional experience with a LanguageLine interpreter.

All VOC reports are logged internally, assigned a ticket, and addressed within 2 business days. Our service level goal is to resolve all issues within 3 business days of the ticket assignment. The majority of VOC submissions are interpreter commendations. When there is a concern, an electronic copy of all feedback is simultaneously forwarded to each department with a role in solving the specific concern. This enables LanguageLine to address feedback quickly.

In addition to the VOC process described above, LanguageLine offers the State access to a comprehensive Customer Service Team to ensure complete customer satisfaction. Should the State determine that OPI services are not meeting the demands of their customers, LanguageLine encourages users to reach out directly to their dedicated Account Management Team so that any issues not recognized within LanguageLine’s scheduling, monitoring, and scaling systems may be addressed in a timely manner. LanguageLine’s Customer Service Team is also available via a toll-free number, 24 hours



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a day, 7 days a week, and 365 days a year. All customer service calls are answered in 12 seconds or less.

When issues are identified with an interpreter through the VOC process or otherwise, LanguageLine addresses the issues promptly and ensures the appropriate course of action is taken according to the deficiency and/or offense. Failure to adhere to LanguageLine's established standards and/or Interpreter Code of Ethics results in a series of performance correction, improvement, and monitoring plans based on severity of the offense. Interpreter offenses are documented in the interpreter record, and an SLS will monitor the employee's performance to ensure improvement. If performance does not improve, the SLS follows a documented process to escalate the issue and result in termination, if ultimately unresolvable.

**c) Video Remote Interpretation**

In addition to the VOC process that was detailed above, and is available for video remote interpretation services, LanguageLine has implemented in-app review and feedback features to track our customer satisfaction and address issues.

The "How Did We Do?" enhancement has an easy-to-use interface that empowers users to rate just-concluded calls on a scale of 1-to-5 stars, while also allowing them to provide more specific comments if they choose. The enhancement has a very simple interface with familiar features used in many popular apps. At the end of a call, a pop-up will appear that has five empty stars along with a prompt that reads, "How did we do?" This feature provides LanguageLine with real-time data on its interpreters and customer service experience. Since implementing this feature in 2017, we have an average star rating of 4.7 out of 5 stars.

**d) Translation**

As an ISO 9001:2015 and 17100 certified business, in the rare instance when an error is reported, our first step is record the issue in our VOC (voice of the customer) system. This application is an integral component of our business system and is monitored by our Senior Management team.

Once we understand the concern, an independent translator reviews the feedback reported by our customer. In our experience, feedback most frequently meets one of the following:

- Is either stylistic or preferential rather than a technical error
- Improves the translation, but does not reflect the source content
- Improves the translation, but does not correct an actual error
- Is not as good as our translation, but is not wrong
- Introduces an error.

If an error is validated in our review, we will fix it immediately at our cost. If the issue is preferential, we will discuss our findings with the State and determine what changes, if any, need to be made. The ultimate resolution will then be documented in our VOC system, the root cause determined, corrective action documented, and any required process changes implemented.

In the unlikely event that an issue has not been addressed in a satisfactory or timely manner, State personnel will always have access to LanguageLine's Senior Management team. Moreover, to ensure that key members of our project and management teams are available when needed, cell phone numbers will be provided so that they can be reached during non-business hours.

**Quality Metrics**

As an ISO 9001:2015 and 17100:2015-05 certified business, LanguageLine is required to measure translator quality and proficiency, at least quarterly, to assess whether individual translators and agencies continue to meet our rigorous quality standards. To comply with this requirement, every reported defect is recorded in our project management system and the disposition determined. For actual errors, the root cause is identified and corrective action specified. In addition to translation accuracy, each month we



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measure on-time delivery, quote accuracy, invoicing accuracy, and customer satisfaction. Our 2022 metrics for measure were as follows:

- Translation accuracy: 99.97%
- On-time delivery: 99.45%
- Invoicing accuracy: 99.95%
- Quote accuracy: 99.85%
- Customer satisfaction: 97.52%



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Attachment 13  
**Pricing Document**

**Please fill out your pricing for the items listed below. Additionally, please fill out the pricing on the “Item (F)” tab in APP. All Items are Optional.**

#	Item	Description	UOM	Pricing
1	<b>On-site Interpretation Spanish Language Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Spanish Language Services	Per Hour	\$70.00
2	<b>On-site Interpretation Core Languages Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Core Languages Services	Per Hour	\$70.00
3	<b>On-site Interpretation Rare Languages Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Rare Languages Services	Per Hour	\$80.00
4	<b>Over-the-Phone (OPI) Interpretation Spanish Language Services</b>	The per-minute rate for OPI Services. Spanish Language Services	Per Minute	\$0.64
5	<b>Over-the-Phone (OPI) Interpretation Core Languages Services</b>	The per-minute rate for OPI Services. Core Languages Services	Per Minute	\$0.67
6	<b>Over-the-Phone (OPI) Interpretation Rare Languages Services</b>	The per-minute rate for OPI Services. Rare Languages Services	Per Minute	\$0.69
7	<b>Video Remote Interpreting (or VRI) for Spanish Language Services</b>	The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Spanish Language Services	Per Minute	\$1.40
8	<b>Video Remote Interpreting (or VRI) for Core Languages Services</b>	The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Core Languages Services	Per Minute	\$1.40
9	<b>Video Remote Interpreting (or VRI) for Rare Languages Services</b>	The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Rare Languages Services	Per Minute	\$1.40



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#	Item	Description	UOM	Pricing
10	<b>Court/Legal On-Site Interpretation Spanish Language Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Spanish Language Services	Per Hour	\$N/A
11	<b>Court/Legal On-Site Interpretation Core Languages Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Core Languages Services	Per Hour	\$N/A
12	<b>Court/Legal On-Site Interpretation Rare Languages Services</b>	The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:00 AM – 5:00 PM. Minimum of 2 hrs. Rare Languages Services	Per Hour	\$N/A
13	<b>Voiceover Translation Spanish Language Services</b>	The per-minute rate for translation of Voiceover Services. Spanish Language Services	Per minute	\$35.00
14	<b>Voiceover Translation Core Languages Services</b>	The per-minute rate for translation of Voiceover Services. Core Languages Services	Per minute	\$35.00
15	<b>Voiceover Translation Rare Languages Services</b>	The per-minute rate for translation of Voiceover Services. Rare Languages Services	Per minute	\$90.00
16	<b>Voiceover Translation Expedite Charge</b>	Additional charge on the per-minute rate for expediting of Voiceover Translation services.	Per minute	+\$17.50
17	<b>Audio Tape to Written Document Translation Spanish Language Services</b>	The per-minute rate for the translation of audio tapes, files, etc. Spanish Language Services	Per minute	\$8.50, 5 minute minimum
18	<b>Audio Tape to Written Document Translation Core Languages Services</b>	The per-minute rate for the translation of audio tapes, files, etc. Core Language Services	Per minute	\$8.50, 5 minute minimum
19	<b>Audio Tape to Written Translation Rare Languages Services</b>	The per-minute rate for the translation of audio tapes, files, etc. Rare Language Services	Per minute	\$25.00, 10 minute minimum, subject to



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				availability
20	<b>Audio Tape to Written Translation Expedite Charge</b>	Additional charge on the per-minute rate for expediting of the translation of audio tapes, files, etc.	Per minute	+\$4.25/per minute for Core Languages +\$12.50 per minute for rare languages

#	Item	Description	UOM	Pricing
21	<b>Document to Document Translation Spanish Language Services</b>	The per-word rate for the translation from one written document to another written document. Spanish Language Services	Per word	\$0.18
22	<b>Document to Document Translation Core Languages Services</b>	The per-word rate for the translation from one written document to another written document. Core Language Services	Per word	\$0.18
23	<b>Document to Document Translation Rare Languages Services</b>	The per-word rate for the translation from one written document to another written document. Rare Language Services	Per Word	\$0.27
24	<b>Document to Document Translation Expedite Charge</b>	Additional charge on the per-word rate for expediting the translation from one written document to another written document.	Per Word	+\$0.07

25	<b>Trilingual/Relay On-Site Interpretation Services</b>	Additional charge on the hourly rate for interpreting three languages. Applicable for on-site services and court/legal interpretation services only.	Per Hour	\$125.00
26	<b>After-hour, Weekend and Holiday Services</b>	Additional charge on the hourly rate for services performed after normal business hours, on weekends or State holidays. This rate does not apply to Over-the-Phone, Document Translation, or Voiceover Translation services.	Per Hour	\$35.00



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27	<b>Short Notice Base Rate Increase</b>	Additional charge on the hourly rate for services requested with less than two (2) business days' notice. This rate does not apply to Over-the-Phone, Document Translation, or Voiceover Translation services.	Per Hour	\$35.00
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Primary Language	Interpretation Head Count	Translation Head Count
ACHOLI	1	17
AFRIKAANS	1	69
AKAN	9	26
AKATEKO	3	1
ALBANIAN	64	103
AMERICAN SIGN LANGUAGE	273	0
AMHARIC	92	160
ARABIC	431	376
ARMENIAN	87	24
ASSYRIAN	6	8
AZERBAIJANI	4	10
BAHASA	3	195
BAHDINI	8	1
BAJUNI	1	1
BAMBARA	4	10
BANTU	1	1
BARESE	1	0
BELARUSIAN	4	24
BENGALI	175	161
BERBER	1	18
BOSNIAN	40	204
BRAVANESE	1	1
BRITISH SIGN LANGUAGE	11	0
BULGARIAN	57	194
BURMESE	80	141
CANTONESE	379	30
CEBUANO	2	1
CHALDEAN	3	1
CHIN FALAM	4	1
CHIN HAKHA	17	1
CHIN MATU	1	1
CHIN TEDIM	5	1
CHINESE (SIMPLIFIED)		400
CHINESE (TRADITIONAL)		319
CHUUKESE	6	7
CROATIAN	6	154
CZECH	36	230
DANISH	1	179
DARI	150	91
DINKA	3	10
DUTCH	9	188
EDO	2	1
EKEGUSII	1	1
ENGLISH	1	1
EWE	1	15
FARSI	194	179

FINNISH	3	158
FLEMISH	2	8
FRENCH	181	450
FUKIENESE	8	0
FULANI	6	45
FUZHOU	15	1
GA	1	1
GARRE	3	1
GEORGIAN	9	27
GERMAN	22	326
GHEG	10	1
GREEK	27	134
GUJARATI	38	108
HAITIAN CREOLE	239	54
HAKKA-CHINA	6	3
HAKKA-TAIWAN	1	1
HAUSA	5	65
HEBREW	14	184
HINDI	79	207
HMONG	80	60
HUNANESE	1	0
HUNGARIAN	47	212
IBANAG	1	1
IGBO	4	75
ILOCANO	4	8
INDONESIAN	13	195
ITALIAN	58	251
JAKARTANESE	1	1
JAMAICAN PATOIS	1	1
JAPANESE	58	345
JAVANESE	1	1
JINGPHO	1	1
JUBA ARABIC	3	10
JULA	2	1
KAM MUANG	3	1
KAMBA	1	1
KANJOBAL	1	1
KANNADA	1	74
KAREN	58	40
KASHMIRI	1	11
KAYAH	6	6
KAZAKH	1	40
KHMER	63	40
KICHE	1	1
KIKUYU	5	1
KINYARWANDA	36	69
KOREAN	197	331

KRIO	3	7
KUNAMA	1	1
KURMANJI	8	1
LAOTIAN	20	134
LATVIAN	14	103
LINGALA	16	53
LITHUANIAN	31	125
LUBA-KASAI	3	1
LUGANDA	3	10
LUO	2	12
MAAY	8	2
MACEDONIAN	5	82
MALAY	6	133
MALAYALAM	10	3
MALTESE	1	14
MAM	1	1
MANDARIN	595	0
MANDINKA	2	8
MANINKA	1	1
MARATHI	1	80
MARSHALLESE	10	4
MIEN	1	8
MIRPURI	2	1
MIXTECO	2	1
MIZO	4	1
MONGOLIAN	13	47
MOROCCAN ARABIC	8	25
MORTLOCKESE	1	1
NAPOLETANO	2	1
NAVAJO	2	34
NEPALI	101	89
NIGERIAN PIDGIN	4	1
NORWEGIAN	4	151
NYORO	1	1
OROMO	19	90
PASHTO	154	58
PLAUDIETSCH	1	1
POHNPEIAN	2	1
POLISH	251	135
PORTUGUESE	451	190
PORTUGUESE BRAZILIAN	1	265
PORTUGUESE CAPE VERDEAN	26	11
PUGLIESE	1	1
PULAAR	3	1
PUNJABI	150	110
QUICHUA	1	1
ROHINGYA	12	7

ROMANIAN	159	191
RUNDI	15	64
RUSSIAN	424	317
SAMOAN	3	8
SANGO	2	5
SERAIKI	1	1
SERBIAN	13	156
SHANGHAINESE	14	0
SHONA	1	22
SICHUAN YI	3	1
SICILIAN	1	1
SINHALA	5	41
SLOVAK	43	189
SOGA	1	1
SOMALI	212	106
SONINKE	3	1
SORANI	65	92
SPANISH	12,304	418
SUDANESE ARABIC	24	1
SWAHILI	75	100
SWEDISH	4	177
SYLHETI	33	6
TAGALOG	47	168
TAIWANESE	9	1
TAJIK	2	38
TAMIL	20	145
TELUGU	8	84
THAI	34	167
TIBETAN	4	26
TIGRE	2	4
TIGRIGNA	89	44
TOISHANESE	16	0
TONGAN	2	4
TOORO	1	1
TURKISH	89	180
TURKMEN	1	24
UKRAINIAN	171	209
URDU	153	162
UYGHUR	1	8
UZBEK	28	30
VIETNAMESE	359	296
VISAYAN	3	1
WENZHOUNESE	1	0
WOLOF	12	45
YEMENI ARABIC	9	30
YIDDISH	3	8
YORUBA	11	60

YUNNANESE	1	0
ZO	6	4



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Attachment 15

**Business Associates Addendum (HIPAA)**

This Business Associates Agreement is in effect for those State entities that are HIPAA Covered Components. The "State" HIPAA Covered Component entities are:

1. Arizona Health Care Cost Containment System (AHCCCS)
2. Arizona Department of Economic Security (ADES)
3. Arizona Department of Child Safety (ADCS)
4. Arizona Department of Health Services (ADHS)
5. Arizona Department of Administration Benefits section
6. Arizona Veterans Home

For good and valuable consideration, the State and Business Associate agree to be bound to the terms and conditions of this BAA.

STATE and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

**The State will only consider this BAA to be fully executed if it is signed without any modifications.**

**1. DEFINITIONS**

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- 2.1 Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3 Report to STATE any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner;
  - 2.3.1 Reporting. Business Associate shall report to STATE any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by STATE. Business Associate shall make an initial report to the STATE not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:



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- a. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
  - b. A description of the PHI used or disclosed;
  - c. The date(s) on which the unauthorized use or disclosure occurred;
  - d. The date(s) on which the unauthorized use or disclosure was discovered;
  - e. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;
  - f. Identify the person(s) who received PHI disclosed in an unauthorized manner;
  - g. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
  - h. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
  - i. An assessment of whether a breach, as defined in 45 CFR 164.402, has occurred, including, if necessary, an assessment of the probability of harm, and
  - j. Such other information, as may be reasonably requested by the STATE Privacy Official.
- 2.3.2 Business Associate shall provide STATE with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than thirty (30) days after discovery of the unauthorized use or disclosure.
- 2.3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.4 Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses STATE PHI in violation of this Addendum or applicable law.
- 2.4 In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5 Make available PHI in a designated record set to STATE as necessary to satisfy STATE' obligations under 45 CFR §164.524;
- 2.6 Make any amendment(s) to PHI in a designated record set as directed or agreed to by STATE pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy STATE' obligations under 45 CFR §164.526;
- 2.7 Maintain and make available the information required to provide an Accounting of Disclosures to STATE as necessary to satisfy STATE' obligations under 45 CFR §164.528;
- 2.8 To the extent Business Associate is to carry out one or more of STATE' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to STATE in the performance of such obligation(s); and
- 2.9 Make its internal practices, books and records available to STATE and the Secretary for purposes of determining compliance with the HIPAA rules within ten (10) business days of a written request by STATE.



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**3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1 Business Associate may only use or disclose PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2 Business Associate may use or disclose protected health information as required by law;
- 3.3 Business Associate agrees to make uses and disclosures and requests for protected health information consistent with minimum necessary requirements;
- 3.4 Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by STATE, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5 Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6 Business Associate may provide data aggregation services relating to the health care operations of STATE.

**4. PROVISIONS FOR STATE TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.1 STATE shall notify Business Associate of any limitation(s) in the STATE Notice of Privacy Practices under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2 STATE shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3 STATE shall notify Business Associate of any restriction on the use or disclosure of PHI that STATE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**5. TERM AND TERMINATION**

- 5.1 Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date STATE terminates the contract for cause as authorized in Section 5.2, or for any other reason permitted under the contract, whichever is sooner.
- 5.2 Termination for Cause: Business Associate authorizes termination of the Contract by STATE if STATE determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by STATE.
- 5.3 Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from STATE, or created, maintained, or received by Business Associate on behalf of STATE, shall:



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- 5.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.3.2 Destroy or return to STATE all remaining PHI that the Business Associate still maintains in any form;
- 5.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 5.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
- 5.3.5 Destroy or return to STATE the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.

5.4 Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

## **6. INDEMNIFICATION AND MISCELLANEOUS**

- 6.1 Indemnification: Business Associate shall indemnify, hold harmless and defend STATE from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2 Complete Agreement: If the Business Associate is not awarded a Contract at the end of the Solicitation process (BPM001416), this BAA shall constitute the entire agreement of the State and Business Associate with respect to the State data given to Business Associate during the Solicitation process. The State and Business Associate have not made any representations, warranties, inducements, or oral agreements except as expressly set forth herein. Business Associate and the State may not change, modify, or rescind this BAA except in writing, signed by Contractor and the Procurement Officer.
- 6.3 Exclusive Remedy: This BAA shall be the exclusive source of remedy for any claim arising out of the subject matter of this BAA.
- 6.4 Successors: This BAA shall be binding upon, and inure to the benefit of, any successors and assigns of the State and Business Associate.
- 6.5 Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.
- 6.6 Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.



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- 6.7 Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.
- 6.8 Governing Law: This Addendum and any action related thereto shall be governed by and interpreted under the laws of the State of Arizona. The parties expressly consent to the jurisdiction and venue of the state and federal courts of Phoenix, Arizona for any action arising from or related to this Addendum.

Business Associate hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy must be filed with the Procurement Office.

The above referenced HIPAA Business Associate Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by the Department of Administration, on behalf of the State of Arizona Benefit Options Health Care Plans subject to HIPAA Privacy and Security.

DocuSigned by:

*Bonaventura A. Cavaliere*

10/19/2023

Signature

Date

Bonaventura A. Cavaliere

Printed Name

Chief Financial Officer

Title

Language Line Services, Inc.

Name of Contractor / Vendor

Statewide Procurement Manager

Printed Name