



City of Tacoma

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**ADDENDUM NO. 2**

**DATE: August 10, 2023**

**REVISIONS TO:  
RFP Specification No. CT23-0110F  
Translation and Transcreation Services**

**NOTICE TO ALL RESPONDENTS:**

This addendum is issued to clarify, revise, add to or delete from, the original specification documents for the above project. This addendum, as integrated with the original specification documents, shall form the specification documents. The noted revisions shall take precedence over previously issued specification documents and shall become part of this contract.

**REVISIONS TO THE SUBMITTAL DEADLINE:**

The submittal deadline remains the same.

**REVISIONS TO THE APPENDICES:**

Attached here are the current and recently closed contracts.

**NOTE:** Vendors who have already submitted their bid/proposal may revise their response in Ariba prior to the submittal deadline.

## SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of January 15, 2023 ("EFFECTIVE DATE"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Translation Solutions Corporation**, (hereinafter may be referred to as "CONTRACTOR" or "SUPPLIER");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform on an as needed basis the services or deliverables consisting of translations and translation services as shown on Exhibit A attached hereto and incorporated herein.

### 2. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### 3. On Call Contracts

If the services and deliverables performed under this Contract are performed on an on call or as assigned basis, service and deliverables will be assigned by Task Authorization or Statements of Work or other similar written directive, each of which will contain the scope of the specific services or deliverables to be performed or provided, together with a schedule and budget, which will be in accordance with rates, charges and times for performance as set forth in this Contract. The total compensation paid under this Contract is dependent on the quantity of on call or as assigned services actually provided, subject to the not to exceed amount stated herein.

### 4. Term

All services shall be satisfactorily completed on or before January 14, 2026 and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

### 5. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional one-year periods, not to exceed two. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

### 6. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event

CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## **7. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract at the rates listed in Exhibit A.

## **8. Prevailing Wages**

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
  - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

## **9. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ 50,000 plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **10. Payment**

CONTRACTOR shall submit invoices for services or deliverables as they are completed on a project by project basis. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

## **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

## **12. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to



CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

### **13. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

### **14. Contract Administration**

Tad Carlson, Senior Buyer, Procurement and Payables for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

### **15. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

### **16. Records Related to Performance of Contract**

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City's request CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a request made to the CITY pursuant to the Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

### **17. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the

CONTRACTOR shall retain such records for a period of six years after receipt of the final payment under this Contract or termination of this Contract.

## 18. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<b>CITY:</b> Name: Tad Carlson Title: Senior Buyer Address: City of Tacoma Procurement & Payables 3628 S. 35 <sup>th</sup> St Tacoma, WA 98409 Telephone No.: 253.441.4653 E-mail: tcarlson@cityoftacoma.org	<b>CONTRACTOR:</b> Name: Rosa Capdevielle Title: Project and Administration Manager Address: 33530 1 <sup>st</sup> Way South, Suite 102 Federal Way, WA 98003 Telephone No.: 503.248.9915 E-mail: rosa@translationsolutions.org
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## 19. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.
- B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **20. Suspension**

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **21. Federal Funds**

If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at Appendix A to this Contract are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract. If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, Appendix B, "Sub-recipient Information and Requirements" must be completed and incorporated into and made part of this Contract.

## **22. Taxes**

Unless stated otherwise herein, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **23. Licenses and Permits**

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

## **24. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or

employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

## **25. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

## **26. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by CITY to identify a deficiency in the insurance documentation provided by CONTRACTOR or failure of CITY to demand verification of coverage or compliance by CONTRACTOR with these insurance requirements shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

## **27. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **28. Conflict of Interest**

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of

this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

## **29. City ownership of Work/Rights in Data and Publications**

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **30. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

### **31. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **32. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **33. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

### **34. Miscellaneous Provisions**

#### **Governing Law and Venue**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

#### **Assignment**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

#### **No Third Party Beneficiaries**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

#### **Waiver**

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

### Severability and Survival

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

### Entire Agreement

This Contract and the attached Exhibits and Appendices, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

### Modification

No modification or amendment of this Contract shall be effective unless set forth in a written and executed Amendment to this Contract.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:

Signature:

DocuSigned by:  
Patsy Best  
3DFEF244A914408...

Name: Patsy Best

CONTRACTOR:


Signature:


DocuSigned by:  
Rosa Capdevielle  
9C83756DCDFA425...


Name: Rosa Capdevielle

Title: Procurement and Payables Division Manager

(City of Tacoma use only - blank lines are intentional)

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Martha Lantz

Approved By:  Maria Teresa Gamez

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

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

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

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

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

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

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



## **APPENDIX A**

### **FEDERAL FUNDING**

#### **1. COPELAND ANTI-KICKBACK ACT**

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
  
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
  
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

#### **4. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

## **5. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

## **6. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **7. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.

- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

#### **8. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## APPENDIX A-1

### APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX B—Sub-recipient information and requirements**

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) <b>Agency Name (must match the name associated with its unique entity identifier)</b>		(ii) <b>Unique Entity Identifier</b> <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) <b>Federal Award Identification Number (FAIN)</b>	(iv) <b>Federal Award Date</b>	(v) <b>Federal Period of Performance Start and End Date</b>	(vi) <b>Federal Budget Period Start and End Date</b>
(vii) <b>Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>:</b> \$	(viii) <b>Total Amount of Federal Funds <i>Obligated</i> to the agency</b>	(ix) <b>Total Amount of the Federal Award <i>Committed</i> to the agency</b> \$	
(x) <b>Federal Award Project Description:</b>  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) <b>Federal Awarding Agency:</b>  DEPARTMENT OF THE TREASURY	<b>Pass-Through Entity:</b>  City of Tacoma	<b>Awarding Official Name and Contact Information:</b>	
(xii) <b>Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</b>			(xiii) <b>Identification of Whether the Award is R&amp;D</b>
(xiv) <b>Indirect Cost Rate for the Federal Award</b>	<b>Award Payment Method (lump sum payment or reimbursement)</b>  REIMBURSEMENT		



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20





# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### 4.2 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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State Industrial Insurance laws if it is outside the State of Washington.

### 4.3 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 4.4 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

### 4.5 Media Liability Insurance

Contractor shall maintain Media Liability coverage with limits not less than One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) aggregate. Coverage shall include but not be limited to defamation, disparagement, libel, slander, invasion of privacy, infringement of title, slogan, trademark, trade name, trade dress, service mark or service name, infringement of copyright and plagiarism.

### 4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

# CERTIFICATE OF COVERAGE



Insurance Services Division  
Employer Services

Department of Labor & Industries  
PO Box 44144  
Olympia WA 98504-4144  
www.LNI.wa.gov

**EMPLOYER:** This official certificate of industrial insurance coverage is in lieu of a policy. It remains in effect until your account is officially closed. There is no limitation of benefits. You are required by law to post both this certificate and copies of the posters listed below. You will soon be receiving 1 copy of each. If you require additional copies, call Labor and Industries at 360-902-4817.

- Job Safety and Health Protection (available in Spanish)
- Your Rights as a Worker/Family Care
- Notice to Employees

**WORKER:** The employer named below is an insured policyholder with the Washington State Industrial Insurance Trust Fund.

UBI\*: 601 908 265 Policy Effective Date

08/23/21

Location

TRANSLATION SOLUTIONS CORP  
33530 1ST WAY SOUTH SUITE 102  
FEDERAL WAY WA 98003

Employer

TRANSLATION SOLUTIONS CORPORAT  
TRANSLATION SOLUTIONS CORP  
33530 1ST WAY SOUTH SUITE 102  
FEDERAL WAY WA 98003

\*Your Unified Business Identifier is the only number you need to discuss your business account with the Washington state departments Revenue, Licensing, Employment Security, Labor and Industries and the Office of the Secretary of State. Other state licenses or registration may be required for proper licensing of your business.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Sound Business Insurance 3312 Rosedale St #103  GIG HARBOR WA 98335	<b>CONTACT</b> NAME: Sophia RODRIGUEZ PHONE (A/C, No, Ext): (253) 858-9988 E-MAIL: Sophia@soundbiz.net ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: SENTINEL INS CO LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SENTINEL INS CO LTD	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SENTINEL INS CO LTD	11000														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Translation Solutions 33530 1st Way S  Federal Way WA 98003															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	52SBAAA7813	03/09/2022	03/09/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>	Y	Y	52SBAAA7813	03/09/2022	03/09/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROFESSIONAL LIABILITY</b>			52SBAAA7813	03/09/2022	03/09/2022	EACH CLAIM	\$1,000,000
							AGGREGATE	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Tacoma IS/ARE LISTED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT PER ATTACHED FORM SS 00 08 04 05.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tacoma  Tad Carlson, Senior Buyer 3628 S. 35th St TACOMA WA 98409	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>  <i>Sophia Rodriguez</i></p>
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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

**BUSINESS LIABILITY COVERAGE FORM**

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. MEDICAL EXPENSES****Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.



**BUSINESS LIABILITY COVERAGE FORM**

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

**B. EXCLUSIONS****1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or



**BUSINESS LIABILITY COVERAGE FORM**

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**BUSINESS LIABILITY COVERAGE FORM**

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**BUSINESS LIABILITY COVERAGE FORM****g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

**BUSINESS LIABILITY COVERAGE FORM**

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**BUSINESS LIABILITY COVERAGE FORM****o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

**BUSINESS LIABILITY COVERAGE FORM**

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

**BUSINESS LIABILITY COVERAGE FORM****2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2)** "Property damage" to property:

- (a)** Owned, occupied or used by,

**BUSINESS LIABILITY COVERAGE FORM**

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

**BUSINESS LIABILITY COVERAGE FORM**

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations****a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**BUSINESS LIABILITY COVERAGE FORM****(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**BUSINESS LIABILITY COVERAGE FORM****F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

**BUSINESS LIABILITY COVERAGE FORM**

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

### **7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### **8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



**BUSINESS LIABILITY COVERAGE FORM**

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**10. Additional Insured – Co-Owner Of Insured Premises**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

**BUSINESS LIABILITY COVERAGE FORM**

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in **a.** above;
  - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

**BUSINESS LIABILITY COVERAGE FORM**

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

**BUSINESS LIABILITY COVERAGE FORM**

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Volunteer worker"** means a person who:
- a. Is not your "employee";

# **BUSINESS LIABILITY COVERAGE FORM**

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

## **24. "Your product":**

### **a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

### **b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

## **25. "Your work":**

### **a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

### **b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**Certificate Of Completion**

Envelope Id: EF710EBEC5D64A4089C713567445C052

Status: Completed

Subject: CW2253974 - CW2253974\_Contract\_TranslationServices.docx

Source Envelope:

Document Pages: 48

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tad Carlson

AutoNav: Enabled

733 MARKET ST

Enveloped Stamping: Enabled

TACOMA, WA 98402

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

tcarlson@cityoftacoma.org

IP Address: 216.109.110.11

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**Signer Events****Signature****Timestamp**

Maria Teresa Gamez

MGamez@cityoftacoma.org

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Sent: 1/4/2023 5:06:12 PM

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Signature Adoption: Pre-selected Style

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**Electronic Record and Signature Disclosure:**

Accepted: 8/4/2021 9:16:07 AM

ID: 3181e468-9109-465c-8d3e-d3db97175755

Martha Lantz

mlantz@cityoftacoma.org

Deputy City Attorney

Security Level: Email, Account Authentication  
(None)

Sent: 1/5/2023 3:17:30 PM

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Signed: 1/9/2023 10:27:04 AM

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**Electronic Record and Signature Disclosure:**

Accepted: 1/9/2023 10:26:56 AM

ID: 82b4a5bc-b063-41f4-8524-7b4cd4d51dbc

Andrew Cherullo

ACherullo@cityoftacoma.org

Finance Director

Security Level: Email, Account Authentication  
(None)

Sent: 1/9/2023 10:27:10 AM

Viewed: 1/10/2023 2:13:43 PM

Signed: 1/10/2023 2:17:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.55.80

**Electronic Record and Signature Disclosure:**

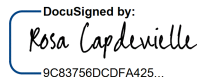
Accepted: 12/17/2019 8:34:10 AM

ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Rosa Capdevielle

rosa@translationsolutions.org

Project Management

Security Level: Email, Account Authentication  
(None)

Sent: 1/10/2023 2:18:04 PM

Viewed: 1/10/2023 2:21:03 PM

Signed: 1/10/2023 2:22:11 PM


Signature Adoption: Pre-selected Style

Using IP Address: 67.40.202.74

**Electronic Record and Signature Disclosure:**

Accepted: 1/10/2023 2:21:03 PM

ID: 710e8446-cf45-4143-80b9-b1ca00ab4a46

Signer Events	Signature	Timestamp
Patsy Best PBest@cityoftacoma.org Procurement and Payables Division Manager City of Tacoma Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>3DFEF244A914408...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 136.226.55.110	Sent: 1/10/2023 2:22:20 PM Viewed: 1/10/2023 3:16:02 PM Signed: 1/10/2023 3:25:45 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/4/2023 5:06:12 PM
Certified Delivered	Security Checked	1/10/2023 3:16:02 PM
Signing Complete	Security Checked	1/10/2023 3:25:45 PM
Completed	Security Checked	1/10/2023 3:25:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Tacoma (SAP) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

[charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

## AMENDMENT NO. 1 TO CONTRACT

THIS AMENDMENT is made and entered into effective as of January 15, 2023 ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and **Translation Solutions Corporation** (hereinafter called "CONTRACTOR").

**WHEREAS** CITY and CONTRACTOR entered into a directly negotiated Contract pursuant to delegated procurement authority, with an effective date of January 15, 2023 for the purpose of providing translation services in the not to exceed amount of \$50,000 to be paid in accordance with Exhibit A and with a termination date of January 14, 2026; and

**WHEREAS** due to a scrivener's error the Contract was inadvertently executed without attachment and incorporation of Exhibit A; and

WHEREAS CITY and CONTRACTOR wish to amend the Contract in order to increase contract value from \$50,000 to \$200,000 and to incorporate Exhibit A and to ratify the application of Exhibit A to the terms and conditions of the Contract effective as of January 15, 2023.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. Exhibit A, attached hereto is hereby fully incorporated into the Contract by reference and application of Exhibit A to the terms and conditions of the Contract is hereby ratified as of January 15, 2023.
2. Contract value is hereby increased by \$150,000 from \$50,000 to new not to exceed value of \$200,000.
3. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:

Signature:

DocuSigned by:  
*Andrew Cherullo*  
1FAFA3DA59164E0...

Name: Andrew cherullo

Title: Finance Director

CONTRACTOR:

Signature:


DocuSigned by:  
*Rosa Capdevielle*  
9C83756DCDFA425...

Name: Rosa Capdevielle

Title: Project Management

(City of Tacoma use only - blank lines are intentional)

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Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Martha Lantz

Approved By:  Patsy Best

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

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

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

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

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

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

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

*Translation Solutions Corporation***Translation Solutions Corporation**

33530 1st Way South, Suite 102

Federal Way, WA. 98003

Phone: (503) 248-9915 Fax (503) 248-9948

Agency Contact: Rosa Capdevielle

E-mail: [rosa@translationsolutions.org](mailto:rosa@translationsolutions.org)<https://translationsolutions.org>**Language Services – Price List**

The prices offered on this proposal by Translation Solutions Corporation are providing, considering the sustainability of quality service as well as establishing a fair business practice for all involved. Additionally, these prices will be sustained for the entire duration of any mutually agreed engagement.

<b><u>ONSITE AND ONLINE AMERICAN SIGN LANGUAGE INTERPRETATION SERVICES</u></b>	<b><u>UNIT PRICE*</u> Business Hours Services 8 AM to 5 PM Monday to Friday</b>	<b><u>UNIT PRICE*</u> After Hours 5 PM to 8 AM, Weekend &amp; Holidays, Emergency and Last- Minute Request of Services</b>
<b>American Sign Language (ASL (Eng.) &gt; English)</b>	\$110.00 Per Hour, Minimum Two (2) Hours	\$165.00 Per Hour, Minimum Two (2) Hours
<b>American Sign Language (ASL (Spa.) &gt; Spanish)</b>	\$120.00 Per Hour, Minimum Two (2) Hours	\$175.00 Per Hour, Minimum Two (2) Hours

- Interpretation sessions longer than one hour and 30 minutes will require TWO American Sign Language interpreters to avoid physical injuries.*
- We encourage all the requestors to book all ASL interpreters two (2) weeks in advance due to the high demand and the reduced number of interpreters available.*

Updated price list on October 1, 2022.

*Translation Solutions Corporation*

<b><u>TRANSLATION SERVICES</u></b>	<b>UNIT PRICE*</b> <b>Business Hours</b> <b>Services</b> <b>8 AM to 5 PM</b> <b>Monday to Friday</b>	<b>UNIT PRICE*</b> <b>After Hours</b> <b>5 PM to 8 AM,</b> <b>Weekend &amp; Holidays,</b> <b>Emergency and Last-</b> <b>Minute Request of</b> <b>Services</b>
<b>FIRST TIER</b> Spanish	\$0.17 Per Word	\$0.21 Per Word
<b>SECOND TIER</b> Vietnamese and Russian,	\$0.25 Per Word	\$0.30 Per Word
<b>THIRD TIER</b> Traditional and Simplified Chinese, and Ukrainian,	\$0.26 Per Word	\$0.31 Per Word,
<b>FOURTH TIER</b> Gujarati, Hindi, Indonesian, Japanese, Khmer, Korean, Lao, Nepali, Tagalog, Punjabi, Thai, Urdu, Albanian, Armenian, Bosnian, Bulgarian, Croatian, Czech, Danish, Dutch, Finnish, French, German, Hungarian, Italian, Serbian, Slovak, Swedish, Norwegian, Polish, Portuguese, and Romanian,	\$0.27 Per Word	\$0.32 Per Word
<b>FIFTH TIER</b> Amharic, Arabic, Somali, Pashto, Persian, and Tigrinya,	\$0.28 Per Word	\$0.33 Per Word
<b>SIXTH TIER</b> Catalan, Estonian, Flemish, Galician, Georgian, Hebrew, Latvian, Lithuanian, Macedonian, Slovenian, Haitian Creole, and Icelandic	\$0.30 Per Word	\$0.35 Per Word
<b>SEVENTH TIER</b> Afrikaans, Kurdish, Mongolian, Tajik, Swahili, Tajik, Tamil, Belarussian, Bengali, Burmese, Dari, Malay, Marathi, and Mongolian	\$0.31 Per Word	\$0.36 Per Word
<b>EIGHTH TIER</b> Micronesian Languages: Marshallese, Yapese Kosraean, and Chuukese	\$0.45 Per Word	\$0.75 Per Word
Other languages not included herein	Prices will be provided upon request	Prices will be provided upon request

- *These prices include two linguists: one translator and one proofreader for all translation task orders.*
- *The minimum fee is \$100.00 per order and per language.*

*Updated price list on October 1, 2022.*

*Translation Solutions Corporation*

<b><u>PRE-SCHEDULED OVER THE PHONE AND ONLINE INTERPRETATION SERVICES</u></b>	<b>UNIT PRICE* Business Hours Services 8 AM to 5 PM Monday to Friday</b>	<b>UNIT PRICE* After Hours 5 PM to 8 AM, Weekend &amp; Holidays, Emergency and Last- Minute Request of Services</b>
<b>FIRST TIER</b> Spanish, Vietnamese, Cantonese, Mandarin, Russian, Ukrainian, Gujarati, Hindi, Indonesian, Japanese, Korean, Nepali, Tagalog, Punjabi, Urdu, Armenian, Bosnian, Bulgarian, Croatian, Czech, Danish, Dutch, Finnish, French, German, Hungarian, Italian, Serbian, Slovak, Swedish, Norwegian, Polish, Portuguese, and Romanian	\$100.00 per hour, minimum fee, per language	\$150.00 per hour, minimum fee, per language
<b>SECOND TIER</b> Albanian, Amharic, Arabic, Khmer, Somali, Lao, Pashto, Persian, Haitian Creole, Thai, and Tigrinya	\$110.00 per hour, minimum fee, per language	\$155.00 per hour, minimum fee, per language
<b>THIRD TIER</b> Catalan, Estonian, Flemish, Galician, Georgian, Hebrew, Latvian, Lithuanian, Macedonian, Slovenian, and Icelandic, Afrikaans, Kurdish, Mongolian, Tajik, Swahili, Tajik, Tamil, Belarussian, Bengali, Burmese, Dari, Malay, Marathi, and Mongolian	\$120.00 per hour, minimum fee, per language	\$160.00 per hour, minimum fee, per language
Other language can be offered upon request	TBD	TBD

- *These prices include two linguists: one translator and one proofreader for all translation task orders.*
- *The minimum fee is \$100.00 per order and per language.*

<b><u>OTHER LANGUAGE SERVICES</u></b>	<b>UNIT PRICE* Business Hours Services 8 AM to 5 PM Monday to Friday</b>
English Transcription	\$60.00 per hour
Other languages Transcription	\$80.00 per hour
Real-Time Captioning (CART)	\$200.00 per hour
Graphic Design Services	\$150.00 per hour
Onsite and Remote Simultaneous Interpretation	Cost varies depending upon the type of event, the number of interpreters, set up, number of attendees, equipment, etc.

*Updated price list on October 1, 2022.*

*Translation Solutions Corporation*

Formatting for simple layout in Word, Excel files	NO charge
Conversion from PDF to Microsoft Word (if technically possible).	NO charge
Formatting for all Microsoft programs, Adobe Creative Cloud, or other layout programs	\$85.00 per hour
Glossary development	\$65.00 per hour
Braille and Large print	Cost varies depending on the specific needs.
508 compliant	Cost varies depending on the specific needs.
Voiceover, dubbing and captioning	Cost varies depending on the specific needs.

- ***The minimum rate is \$100 per order and per language or the hourly fees whichever is greater.***

HOW TO ORDER	
When ordering please provide as much information, details and specifics of the service(s) needed, such as day, time, duration of the service, language, topic, etc.	
By EMAIL	info@translationsolutions.org or rosa@translationsolutions.org
By PHONE	503-248-9915
By FAX	503-248-9948
Inquiry Follow-Up	All requests will be answered via email or phone call within Two (2) to Four (4) hours of the initial request.
Customer Services	info@translationsolutions.org, or jocelyn.jones@translationsolutions.org
Ordering	We encourage to order and book all the services in advance or as soon as possible, this will allow us to meet your needs within a specific timeframe.  Please allow (2) weeks in advance for booking ASL interpreters, to ensure meeting datelines due to the high demand and the reduced number of interpreters available.

CONSIDERATIONS	
Minimum charge	\$100.00 per order and per language; \$220.00 for ASL or corresponding hourly rates other services or after-hours work
Mileage, parking, travel, lodging, etc. (for onsite services)	As per GSA current regulations, when and if needed.

*Updated price list on October 1, 2022.*



*Translation Solutions Corporation*

Due to the physical demand on the ASL interpreters, two interpreters will be assigned for gatherings, conferences, meetings, or any other events where the interpretation time is greater than 2 hours.	Minimum fee is 2 hours all ASL interpretations and per interpreter
Cancellation Policy for services already scheduled or requested apply 24 hours prior of the scheduled starting time.	At minimum of 2 hours for ASL services and One hour minimum for all other services; or the minimum of \$100.00 or number of words translated, wherever is greater
Cancellation Policy for ALL and half day interpretation services scheduled apply 24 hours prior of the scheduled starting time.	All scheduled services will be due.
ALL Cancellation Policy	Number of words translated at the time or the minimum charge or minimum hourly rate or number of hours scheduled for interpretation services, wherever is greater.
Payments	Should be made in accordance with the Prompt Payment Act. TSC accept ACH transfer payments.

**Certificate Of Completion**

Envelope Id: 34E219D41AAB446F963A90AB879E9A75

Status: Completed

Subject: CW2257570 - CW2253974\_Amendment\_01\_TranslationSolutions.docx

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tad Carlson

AutoNav: Enabled

733 MARKET ST

Enveloped Stamping: Enabled

TACOMA, WA 98402

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

tcarlson@cityoftacoma.org

IP Address: 35.224.105.175

**Record Tracking**

Status: Original

Holder: Tad Carlson

Location: DocuSign

5/16/2023 4:30:56 PM

tcarlson@cityoftacoma.org

**Signer Events****Signature****Timestamp**

Patsy Best



Sent: 5/16/2023 4:34:40 PM

PBest@cityoftacoma.org

Viewed: 5/22/2023 5:33:53 PM

Procurement and Payables Division Manager

Signed: 5/22/2023 5:34:11 PM

City of Tacoma

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 136.226.55.105

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Martha Lantz



Sent: 5/22/2023 5:34:12 PM

mlantz@cityoftacoma.org

Viewed: 5/22/2023 6:07:42 PM

Deputy City Attorney

Signed: 5/22/2023 6:07:48 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.55.102

**Electronic Record and Signature Disclosure:**

Accepted: 5/22/2023 6:07:42 PM

ID: 2c4e59cc-3e3f-4ff7-861d-c71a629f2d70

Rosa Capdevielle



Sent: 5/22/2023 6:07:49 PM

rosa@translationsolutions.org

Viewed: 5/23/2023 8:32:56 AM

Project Management

Signed: 5/23/2023 8:33:50 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

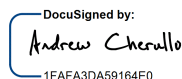
Using IP Address: 65.102.185.172

**Electronic Record and Signature Disclosure:**

Accepted: 1/10/2023 2:21:03 PM

ID: 710e8446-cf45-4143-80b9-b1ca00ab4a46

Andrew Cherullo



Sent: 5/23/2023 8:33:51 AM

ACherullo@cityoftacoma.org

Viewed: 5/23/2023 8:36:51 AM

Finance Director

Signed: 5/23/2023 8:38:47 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.55.85

**Electronic Record and Signature Disclosure:**

Accepted: 12/17/2019 8:34:10 AM

ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/16/2023 4:34:40 PM
Certified Delivered	Security Checked	5/23/2023 8:36:51 AM
Signing Complete	Security Checked	5/23/2023 8:38:47 AM
Completed	Security Checked	5/23/2023 8:38:47 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Tacoma (SAP) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

[charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

## **SERVICES CONTRACT**

THIS CONTRACT, made and entered into effective 10/1/2018 by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **TELELANGUAGE INC**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### **1. Scope of Services/Work**

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of translation services as is described in Exhibit A attached hereto and incorporated herein.

### **2. Changes to Scope of Work.**

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### **3. Term**

All services shall be satisfactorily completed on or before October 1, 2020 and this Contract shall expire on said date unless mutually extended in writing by the Parties.

### **4. Renewals**

At CITY's sole option, the Term of this Contract may be renewed for additional one-year periods, not to exceed three periods. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

### **5. Delay**

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

### **6. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with EXHIBIT B.

## **7. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ 200,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **8. Payment**

CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

## **9. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those



charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

## **10. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

## **11. Reliance on CITY Provided Data or Information**

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

## **12. Contract Administration**

Alex Clark, Senior Buyer, Finance, for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

## **13. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable. CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making

adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

#### **14. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six years after receipt of the final payment under this Contract or termination of this Contract.

#### **15. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case by case basis.

#### **16. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY: Name: Alex Clark Title: Senior Buyer Address: 3628 S 35th St, Tacoma WA 98411 Telephone No.: 253-502-8431 E-mail: AClark3@cityoftacoma.org	CONTRACTOR: Telanguage, Inc Name: Tim Bernal Title: Project Manager Address: 514 SW 6th Ave, Portland, OR 97204 Telephone No.: 503-535-2178 E-mail: tbernal@telanguage.com
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#### **17. Termination**

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this

Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **18. Suspension**

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **19. Taxes**

CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **20. Licenses and Permits**

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

## **21. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract;

provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

## **22. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

## **23. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents is fully incorporated herein by Exhibit C.

## **24. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **25. Conflict of Interest**

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services

and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

## **26. City ownership of Work/Rights in Data and Publications:**

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **27. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark any content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

## **28. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the above notice; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

## **29. Duty of Confidentiality**

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR’s employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR’s performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract. CITY is required to provide notice of the Rules to all entities that receive confidential or otherwise protected personal information of CITY’s customers. Italicized words in this Section refer to defined terms contained in the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 (the “Rules”). CONTRACTOR is, as to Covered Accounts of CITY for which CONTRACTOR performs activities under the Contract, a Service Provider. Service Provider will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific Red Flag incidents detected as to Covered Accounts of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported Red Flags. This Section shall survive for six (6) years after the termination or expiration of this Contract.

## **30. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY’s prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services (“Project Abstract”) . After receiving written approval of the Project Abstract from the

CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **31. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

### **32. Miscellaneous Provisions**

#### **Governing Law and Venue.**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

#### **Assignment.**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

#### **No Third Party Beneficiaries.**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

#### **Waiver.**

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

#### **Severability and Survival.**

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

**Entire Agreement.**

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

**Modification.**

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

**Authority to enter into this Contract.**

The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual..

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

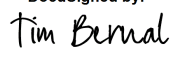
CITY OF TACOMA:

By:

DocuSigned by:  
  
AEFCB3C56D4C473...

CONTRACTOR:

By:

DocuSigned by:  
  
78DA271C7510466...





Aderi • Afghani • African Creole/Krahn • Afrikaans • Akan • Albanian • Amharic • Arabic • Arabic juba • Armenian • Ashanti • Assyrian • Badini • Bajuni • Balochi • BambaravBangladeshi • Bantu • Basque • Bengali/Bangla • Bulgarian • Burmese • Buryat • Cambodian • Cape Verdian • Carolinian • Cebuano • Chaldean • Chamorro • Chinn • Chinese • Chinese Shanghaiese • Chinese Sichuan • Chinese Taiwanese • Chinese Toisanese • Chiu • Chuukese • Cree • Croatian • Czech • Danish • Dari • Dinka • Dutch • Dyula • Estonian • Ewe

# **City of Tacoma**

## *Specification No. CT18-0201F*

### **Translation Services**

• Oromo • Palau • Pashtu • Pokomchi • Pangasina (Filipino) • Pango • Pashto • Polish • Pokomchi • Portuguese • Pulaar • Punjabi • Quiche • Romanian • Russian • Samoan • Shona • Sichuomese • Singhalese • Slovak • Slovenian • Somali • Soninke • Spanish • Swahili • Swedish • Sylheti • Tagalog • Taiwanese • Tamil • Tatar • Telugu • Thai • Tibetan • Tigre • Tigrinya • Toishan • Tongan • Trukese • Tshiluba • Turkish • Turkman • Twi • Ukrainian • Urdu • Uzbek • Vietnamese • Visayan • Welsh • Wolof • Yiddish • Yoruba • Zulu

**Telelanguage, Inc.**

**Hayley Emmons, Director of Contracting**

514 SW 6th Avenue, 4th Floor

Portland, Oregon 97204

(O) 503-459-5683/(C) 517-743-1189/(F) 503-246-6002

hemmons@telelanguage.com

www.telelanguage.com

**FEIN: 93-1089733**



# Introductory Letter

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
Attn: Alex Clark  
3628 S 35th Street  
Tacoma, WA 98409

7/11/18

RE: Specification No. CT18-0201F – Translation Services

Alex,

As a leading language service provider in the country, we are excited to provide a response to Specification No. CT18-0201F for Translation Services. We are able to provide **comprehensive support for all of your government, customer service, legal, administrative and support facilities**, in addition to any future expansions, for both standard and urgent requests. Furthermore, with your dedicated Account Team, we are sure that our diverse Interpretation Services portfolio enables us to provide a **best value solution**. Tim Bernal, Account Manager, will be the City's main point of contact in the event of award. As the City is committed to providing high-quality, innovative and cost-effective municipal services to its citizens and businesses, the team at Telanguage is committed to supporting this direction - at the highest levels.

**We know Washington, and we know government! We currently have 229 accounts in Washington, and nine in the Greater Tacoma area. We currently work with several St. Joseph medical locations, 24 Washington Dental Group locations (including several in the Tacoma area), multiple Clark County departments, Columbia County Health System, Everett Municipal Court, various Kindred Health and Providence Health locations, the Seattle Department of Transportation, the State of Washington Office of Administrative Hearings, and the SW WA Regional Transportation Council, in addition to dozens of other Washington organizations. We hold large, statewide contracts with Alaska, Vermont, Massachusetts, Washington, New York, Oregon, Texas, New Hampshire and New Mexico, and are confident in our ability to support the City contract.**

Telanguage offers the flexibility of a small business, while providing the reach of a global company. **We have local interpreters throughout Washington, and provide the industry experience, highly trained staff, extensive knowledge of customer support demographics, and an understanding of the diverse needs throughout Washington. We are happy to accommodate urgent requests, have worked with large City, County and State governments, and will always put the best interests of our clients first. We maintain a 6-9 second average connect time, for over 300+ languages, 24x7x365.**

We appreciate the opportunity to do business with the City. For any questions or comments about our response, please feel free to contact me.



Respectfully,

**Hayley Emmons, Director of Contracting**  
Telanguage, Inc.  
514 SW 6th Avenue, 4th Floor  
Portland, Oregon 97204  
(O) 503-459-5683/(C) 517-743-1189/(F) 503-246-6002  
FEIN: 93-1089733  
hemmons@telanguage.com

**Telanguage fully understands the scope of this contract, and takes no exceptions. We fully comply with all Technical and Minimum Requirements, and are able to fully support the Scope of Work without the need to subcontract.**

**WWW.TELANGUAGE.COM**  
**INTERPRETATION AND TRANSLATION**  
**888.983.5352**

© Copyright 2018-Telanguage, Inc.

• Follow us •  
• f / t / in / You •  
• Tube •

**City of Tacoma**  
CT18-0201F

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# Table of Contents

	Index of confidential information, if applicable (Section 3.03) - Not Applicable
4	City of Tacoma Forms (Section 3.02 C / Appendix A) 4. a. Signature Page 5. b. Prime Contractor's Pre-Work Form 6. c. Price Proposal Form
8	Responses and profile outlines per section 3.02 D - P.
29	Attachments 30. W9 31. Insurance 33. Telephonic Technology 35. Remote Agents and Interpreters

**SIGNATURE PAGE****CITY OF TACOMA  
City of Tacoma - City Wide**

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

**REQUEST FOR BIDS SPECIFICATION NO. CT18-0201F  
Translator Services**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

**Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

Telelanguage, Inc.

7/11/18

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date  
into Contracts for Bidder/Proposer

514 SW 6th Ave, Floor 4

Hayley Emmons, Director of Contracting

Address

Printed Name and Title

Portland, OR 97204

503-459-5683 / 503-246-6002

City, State, Zip

(Area Code) Telephone Number / Fax Number

hemmons@telelanguage.com

603-148-962

E-Mail Address

State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

93-1089733

N/A

E.I. No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1 ☒ #2 ☒ #3 ☐ #4 ☐ #5 ☐

**THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.**



City of Tacoma  
Community & Economic Development  
Office of Small Business Enterprise  
747 Market Street, Room 808  
Tacoma, WA 98402  
253-594-7933 or 253-591-5224

## PRIME CONTRACTOR'S PRE-WORK FORM

Telelanguage, Inc.

888-983-5352

Company Name

Telephone

514 SW 6th Ave, Floor 4, Portland, OR 97204

Address/City/State/Zip Code

CT18-0201F

Translation Services

Specification Number

Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers	12	7	7	2	1		2				4	2
Supervisors												
Project Managers	3	2										
Office / Clerical		2		2								2
Technicians	3											
Operatives (Semi-skilled)	10	14	4	7	2	3	1	1			2	2
Apprentices												
Trainees												
<b>TOTALS</b>	<b>28</b>	<b>25</b>	<b>11</b>	<b>11</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>			<b>6</b>	<b>6</b>

### CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT \*SAME AS ABOVE

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
<b>TOTALS</b>												

Hayley Emmons, Director of Contracting

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

7/11/8

Date

Price Proposal Form:

TELEPHONE TRANSLATION SERVICES

The Respondent shall provide an hourly rate for telephone translation services provided during standard operating hours (Monday through Friday, 8am to 5pm Pacific Standard Time) and non-standard operating hours for both core and non-core languages. Core Languages are defined in section 2.03.

Description of Services	SPANISH ONLY	CORE LANGUAGES	NON-CORE LANGUAGES
PER MINUTE RATE STANDARD HOURS	\$0.56	\$0.78	\$0.78
PER MINUTE RATE NON- STANDARD HOURS	\$0.56	\$0.78	\$0.78

TELEPHONE INTERPRETATION EQUIPMENT

The respondent shall furnish telephone and related equipment, including the maintenance of such equipment.

Describe equipment offered We do not anticipate the City needing any additional equipment to support our services. All of our services can be accessed over standard computers, smart phones, laptops, tablets, etc. - and over all standard WiFi or cellular data. In the event the City would like to purchase dual-handset phones, we can provide these at \$4.99/month, or purchased outright at \$99. We are also able to procure tablets wholesale at \$399, if needed. We do not charge for maintenance.

Monthly Rate per EA \$0.00

Yearly Rate Per EA \$0.00

ON-SITE INTERPRETATION SERVICES

The Respondent shall provide an hourly rate for on-site interpretation services provided during standard operating hours (Monday through Friday, 8am to 5pm Pacific Standard Time) and non-standard operating hours for both core and non-core languages. Core Languages are defined in section 2.03.

Description of Services	SPANISH ONLY	CORE LANGUAGES	NON-CORE LANGUAGES
HOURLY RATE STANDARD HOURS	\$39.99	\$44.99	\$49.99
HOURLY RATE NON- STANDARD HOURS	\$44.99	\$49.99	\$54.99

ASL

\$90.00

\$95.00

Define and provide any costs for any expedited onsite interpretation services offered by respondent:

Emergency requests would incur an additional \$10/hour charge.

WRITTEN TRANSLATION SERVICES

The respondent shall provide a cost per word for document translations greater than 150 words for both core and non-core languages.

The Respondent shall provide a flat fixed cost for document translations with a word count of less than 150 words for both core and non-core languages.

The respondent shall provide a cost per hour for desktop publishing. Desktop Publishing is a service which involves formatting of translated documents to match the format of the source document so that it is ready for printing or publishing on-line. Desktop Publishing services may be required when the completed translated document must be redesigned to fit the translated text while retaining the original format of the source document (forms, brochures, flyers with graphics, etc.).

Core languages are defined in section 2.03.

Description of services	SPANISH ONLY	Core Languages	NON-CORE LANGUAGES
Per word rate	\$0.24	\$0.30	\$0.36
150 words or less - Flat Fixed Cost	\$60.00	\$75.00	\$90.00
Per hour rate - Desktop publishing	\$50.00	\$50.00	\$50.00

Define and provide any costs for any additional services (such as an expedite option) offered by respondent:

We are able to rush all services by adding 20% to the above rates. Transcription and proofreading services are also offered at \$50.00/hour.



## Staff and Availability of Resources

### D. Executive Summary

1. Telanguage, one of the largest networks in the US for interpretation and document translation for **over 27 years (established in 1991)**, will provide a turn-key solution with the perfect mix of technology, interpreters, project managers and customer service provided 24/7. We are proposing to fill all of the services to include telephonic interpretation, on-site interpretation (including ASL), and document translations. While this RFP does not include Video Remote Interpretation (VRI), we are also able to provide those services should the City be interested in discussing our capabilities (VRI is especially helpful in getting ASL services to remote locations). **We have been providing telephone interpretation services, similar to those requested in this request, for all of our 27 years.** We are located in Portland, Oregon - and have over 5,300 agents and interpreters located across the country. All of our interpreters are U.S.-based. We have over 8,000 active accounts. Over 30% of our clients are government-related (over 2,400). Our proprietary interpreter management and client portal platform is the best in the industry - providing our clients 24x7 transparent access to reports, invoices, interpreter availability and much more. We have hundreds of agents standing by 24x7x365 to assist with Customer Service.

2. Telanguage handled over 15,000,000 minutes of calls in 2017 - that's over 41,000 every single day! Customer Service is available 24 hours per day and we operate at 60% capacity - with the ability to ramp up within minutes. We believe that our current accounts accurately reflect our project experience, and illustrate our ability to support an account like the City. We currently have 229 accounts in Washington, and nine in the Greater Tacoma area. We currently work with several St. Joseph medical locations, 24 Washington Dental Group locations (including several in the Tacoma area), multiple Clark County departments, Columbia County Health System, Everett Municipal Court, various Kindred Health and Providence Health locations, the Seattle Department of Transportation, the State of Washington Office of Administrative Hearings, and the SW WA Regional Transportation Council, in addition to dozens of other Washington organizations. We hold large, statewide contracts with Alaska, Vermont, Massachusetts, Washington, New York, Oregon, Texas, New Hampshire and New Mexico, and are confident in our ability to support the City contract.


3. Telanguage was incorporated in 1991 in the State of Oregon. We serve clients across the United States, and even several international clients. We have 52 full-time employees, and 5,300+ independent interpreters and translators. Our DBA is Telanguage.


4. We are wholly owned by our founder and CEO - Andre Mon Belle. We have no parent company.

5. We currently have 229 accounts in Washington, and nine in the Greater Tacoma area. We currently work with several St. Joseph medical locations, 24 Washington Dental Group locations (including several in the Tacoma area), multiple Clark County departments, Columbia County Health System, Everett Municipal Court, various Kindred Health and Providence Health locations, the Seattle Department of Transportation, the State of Washington Office of Administrative Hearings, and the SW WA Regional Transportation Council, in addition to hundreds of other Washington organizations. Being headquartered in Portland, Oregon, we also have nearly 800 accounts in Oregon including healthcare, higher education, government, insurance, social services and much more.

6. We are headquartered at 514 SW 6th Ave, Floor 4, Portland, OR 97204.

7.

AMENDED ANNUAL REPORT		E-FILED Jun 29, 2018 OREGON SECRETARY OF STATE
	Corporation Division <a href="http://www.filinginoregon.com">www.filinginoregon.com</a>	
<hr/>		
<b>REGISTRY NUMBER</b>	25734187	
<b>REGISTRATION DATE</b>	07/29/1991	
<b>BUSINESS NAME</b>	TELELANGUAGE INC.	
<b>BUSINESS ACTIVITY</b>	FOREIGN LANGUAGE INTERPRETATION AND TRANSLATION	
<b>MAILING ADDRESS</b>	514 SW 6TH AVE 4TH FLOOR PORTLAND OR 97204 USA	
<b>TYPE</b>	DOMESTIC BUSINESS CORPORATION	
<b>PRIMARY PLACE OF BUSINESS</b>	514 SW 6TH AVE 4TH FLOOR PORTLAND OR 97204 USA	
<b>JURISDICTION</b>	OREGON	
<b>REGISTERED AGENT</b>	LESLIE MONBELLE  514 SW 6TH AVE 4TH FLOOR PORTLAND OR 97204 USA If the Registered Agent has changed, the new agent has consented to the ap	
<b>PRESIDENT</b>	ANDRE MONBELLE  14125 NW GERMAN TOWN RD PORTLAND OR 97231 USA	
<b>SECRETARY</b>	LESLIE MONBELLE  3418 N COMMERCIAL AVE UNIT A PORTLAND OR 97227 USA	

Corporation Division <a href="http://www.filinginoregon.com">www.filinginoregon.com</a>		OREGON SECRETARY OF STATE
		
<hr/>		
I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees or agents of the corporation on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.		
By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.		
<b>ELECTRONIC SIGNATURE</b>		
<b>NAME</b>	LESLIE MON BELLE	
<b>TITLE</b>	SECRETARY	
<b>DATE SIGNED</b>	06-29-2018	

Page 2

8. Hayley Emmons, Director of Contracting, [hemmons@teletelanguage.com](mailto:hemmons@teletelanguage.com). (503) 459-5683, cell - (517) 743-1189.  
**OR** Tim Bernal, Account Manager, [bernal@teletelanguage.com](mailto:bernal@teletelanguage.com). (503) 535.2178

9. Hayley Emmons, Director of Contracting, [hemmons@teletelanguage.com](mailto:hemmons@teletelanguage.com). (503) 459-5683, cell - (517) 743-1189.

10. We have no affiliations or alliances in place with utility companies, software organizations, or other related firms.

11. We have no current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship

with the City of Tacoma.

12. We have no involvement in any business litigation in the past five years, including having been removed from a contract or failed to complete a contract as assigned.

13. Telanguage is an independently owned corporation that has continued to grow in business for the past 27 years. Telanguage is financially able to accommodate all current and future requests, is able to expand capacity as needed, and poses zero risk to the City of Tacoma. Telanguage's revenue over the past years is:

2013 – \$10,350,000

2014 - \$11,700,000

2015 - \$13,000,000

2016 - \$15,000,000

2017 - \$16,500,000.

We are happy to answer any questions you may have regarding our financial stability- to include providing copies of recent years' Federal tax returns. We have no past, planned, or anticipated bankruptcy filings or proceedings.

14. We do not intend to utilize subcontractors to perform this work.

## E. Credit Card Acceptance – EFT/ACH Acceptance

1. We are able to meet the City's credit card requirements. Our reporting capabilities are nearly endless, as we're able to customize our reports and invoices to meet our clients' needs. All reporting and billing information is accessible 24x7 through our free, online portal. All usage reports can be viewed and filtered by date, time, interpreter or client name, language, department or location of appointment, etc. We are able to accommodate all payment methods outlined in item 1.41 in the Standard Terms and Conditions.

2. We are able to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH - per item 1.41 of the Standard Terms and Conditions.

## Experience

### F. Qualifications/Experience of Firm

1. As stated in D.1 and D.2, Telanguage is one of the largest networks in the US for interpretation and translation services for **over 27 years (established in 1991)**. We will provide a turn-key solution with the perfect mix of technology, interpreters, project managers and customer service provided 24/7. We are proposing to fill all of the services to include telephonic interpretation, on-site interpretation (including ASL), and document translations. We are located in Portland, Oregon - and have over 5,300 agents and interpreters located across the country. All of our interpreters are U.S.-based. We have over 8,000 active accounts. Over 30% of our clients are government-related (over 2,400). Our proprietary interpreter management and client portal platform is the best in the industry - providing our clients 24x7 transparent access to reports, invoices, interpreter availability and much more. We have hundreds of agents standing by 24x7x365 to assist with Customer Service.

Telanguage handled over 15,000,000 minutes of calls in 2017 - that's over 41,000 every single day! Customer Service is available 24 hours per day and we operate at 60% capacity - with the ability to ramp up within minutes. We believe that our current accounts accurately reflect our project experience, and illustrate our ability to support an account like the City. We currently have 229 accounts in Washington, nine in the Greater Tacoma area, and nearly 800 accounts in Oregon. Comparable city accounts include the City of Albany, the City of Bismarck, Denver, Fargo, Fort Collins, Jacksonville, Miami, Charlotte, Newark, Cincinnati, Trenton, Wichita and Toronto. We hold large, statewide contracts with Alaska, Vermont, Massachusetts, Washington, New York, Oregon, Texas, New Hampshire and New Mexico, and are confident in our ability to support the City contract.

2. No additional equipment is required by either us, nor the City, to fulfill this contract. We have all necessary equipment, installed and functioning at time of the bid submittal, to provide the services required in the Agreement. Telanguage also has telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed. We consistently operate at 60% capacity to allow for volume surges. Since the technology aspect of this service can sometimes be abstract, we've included additional information in the Attachments section of this response.

We maintain a 99.999% uptime. You can visit our site: <https://telanguageinc.statuspage.io/> for real time and historical data on system performance. Our company has been incident free for the past 90 days. In the past 180 days we have incurred one outage with a telephony carrier and we were able to route all calls to another carrier within seconds. In the past year, this was our only outage.

## G. Qualifications/Experience of Key Personnel Assigned to this Project

### 1. Hayley Emmons, Director of Contracting

Hayley will determine, along with City management, how to deploy and implement language services throughout all areas within City. As a Sr. Account Manager managing high volume contracts and relationships, her experience includes Account management for several Federal, multi-year contracts, in addition to ongoing project management for new and existing government clients. Responsibilities include BOM development, pricing verification, ongoing project communication, and adherence to project timelines. She's developed corporate brand standard guidelines, as well as managed Federal Business Development, to include State, County and Local government. Hayley oversees all aspects of Telanguage's proposal development, business development, and client relations.

#### *Experience & Qualifications*

##### *Education:*

- BA in Advertising/PR
- MA in Organizational Leadership/Healthcare Administration

##### *Professional Experience*

Account Management, Marketing, Contract Management, Business Development, Federal Contract Management, Sales & Marketing, Desktop Publishing

### Tim Bernal, Account Manager

Tim has been with Telanguage for the past year, and in the Interpreter Services Industry for over four years. He is an experienced Project Manager that oversees all aspects of account management from beginning to end. Tim will work closely with the City to implement our services and ensure all aspects of the contract are complied with. For the City, he will develop and implement recruitment and selection strategies, as well as retention plans to ensure constant access to the best Translators. He will conduct quarterly and monthly Program Reviews to ensure the City continual satisfaction of Services. Detailed Program Reviews will initiate at the start of a Telanguage/City partnership and will continue throughout the duration of contract terms. The fact that Tim a native Spanish, bilingual speaker makes him a strong asset that

Telelanguage will utilize to manage the City contract.

*Experience & Qualifications*

Ethics & Code of Conduct, HIPAA Hitech Certified, Business Development

*Professional Experience*

Translator Program, Quality Assurance Manager, Client Relations, Account Manager, Project Manager

Kazuki Yamazaki, Interpreter Manager

Kazuki has been with Telelanguage for over ten years. He is an experienced and certified Healthcare Interpreter in Japanese & English. His unique experience as an interpreter allows him to be a strong asset to our interpreter management team, by being able to recognize the discipline and strength needed in each of our interpreters. As an imperative piece in our professional development for interpreters area Kazuki excels on matching interpreter's unique skills sets to specific customers' accounts. He develops and implements recruitment and selection strategies as well as retention plans to ensure our customers always have access to the best interpreters in the field of their choice.

*Experience & Qualifications*

Medical Certified Interpreter Program

*Professional Affiliations*

Telelanguage Language Service, Language Coordinator/Scheduler, Interpreter Recruiter 2007~2011, Interpreter Manager 2011~Present, Japanese Interpreter (EN-JP)

*Professional Experience*

Ethics & Code of Conduct, CCHI (Certification Commission for Healthcare Interpreters), IMIA (International Medical Interpreters Association), Health Care Medical Interpreter

*Training Program*

PCC

Lyndon Beckner, Director of Operations

Lyndon has been with Telelanguage since 2002 and has served as an interpreter coordinator, interpreter manager and IT project manager before moving his position as Director of Operations. Lyndon oversees the various departments within Telelanguage to make sure our company's services meet and exceed client expectations. Lyndon's responsibilities include:

IT Development, Programming, Application Development, Data Security, Telephony System Management, Day-to-day Operations

*Experience & Qualifications*

*Professional Experience*

IT Development, Operations Management, Interpreter Management, Project Coordination, Customer Service

Michael Alaniz, Director of Accounting

Michael has an eye for detail, for obtaining accurate client information, verifying it, and setting up accounts.

His creative approaches involve complete dedication to providing each client with excellence in personal attention so that they are completely satisfied with our service. He will be checking every invoice submitted to the City twice before we send them to you to make sure there are no errors, and all charges are strictly according to our agreement. Should any concerns, questions or additional billing requirements be warranted, Michael will identify those and review such information with the City contract manager to ensure compliance with financial requirements.

#### *Experience & Qualifications*

##### *Professional Experience*

Business - and Account - Management, Human Resources, Finance, Continuing Education for Interpreters & Translators

#### Andre Mon Belle, CEO and Founder

Andre will be overseeing all activities related to the City contract. He will review all performance data to measure goal achievement, and to determine areas needing service improvement, and rate adjustments to give the City the lowest rates with the highest service level guarantees. Andre has been in the foreign language services industry for the past 29 years - starting from being an on-call medical interpreter to becoming co-president of the company. Being an interpreter himself he has first hand experience interpreting for patients, doctors, teachers, police officers, lawyers, nurses in numerous situations. Andre oversees all aspects of Telelanguage's interpretation business which provides services to local and national corporations, state and federal government, law enforcement agencies, healthcare and insurance organizations and everyone in-between.

#### *Experience & Qualifications*

##### *Education:*

BA in Aviation Engineering

##### *Professional Affiliations:*

American Translators Association, Northwest Association of Community Interpreters

##### *Professional Experience*

Interpreter and Translator, Business - and Account - Management, Human Resources, Marketing, Continuing Education for Interpreters & Translators

#### Leslie Mon Belle, CFO

At Telelanguage every aspect of our company and services is of extreme importance. We take all of our levels of service very seriously. With that said our fiscal and financial operations both internally and to our customers is at the top of our list. Our Co-President, Ms. Leslie Mon Belle, has been at the head of our financial management and operations since Telelanguage's inception in July 1991. Ms. Mon Belle understands the importance of a transparent, precise and firm approach when it comes to financial responsibilities. She counts with a team of 40 years combined experienced that includes corporate accounting and management that provides you our customer with the best financial, invoicing and billing



practices available.

### *Experience & Qualifications*

#### *Education:*

BA in Business Administration

JD - Willamette University of Law

#### *Professional Affiliations:*

American Translators Association, Northwest Association of Community Interpreters

#### *Professional Experience*

Business - and Account - Management, Human Resources, Finance, Continuing Education for Interpreters & Translators

2. The City of Tacoma will have complete peace of mind for the duration of this contract. Tim Bernal will be your main point of contact for all communication and concerns. Should Tim be unavailable, Lyndon Beckner will be available. We have 24x7x365 customer support. Through various collaboration and project management tools, our entire team has access to important account information and updates.

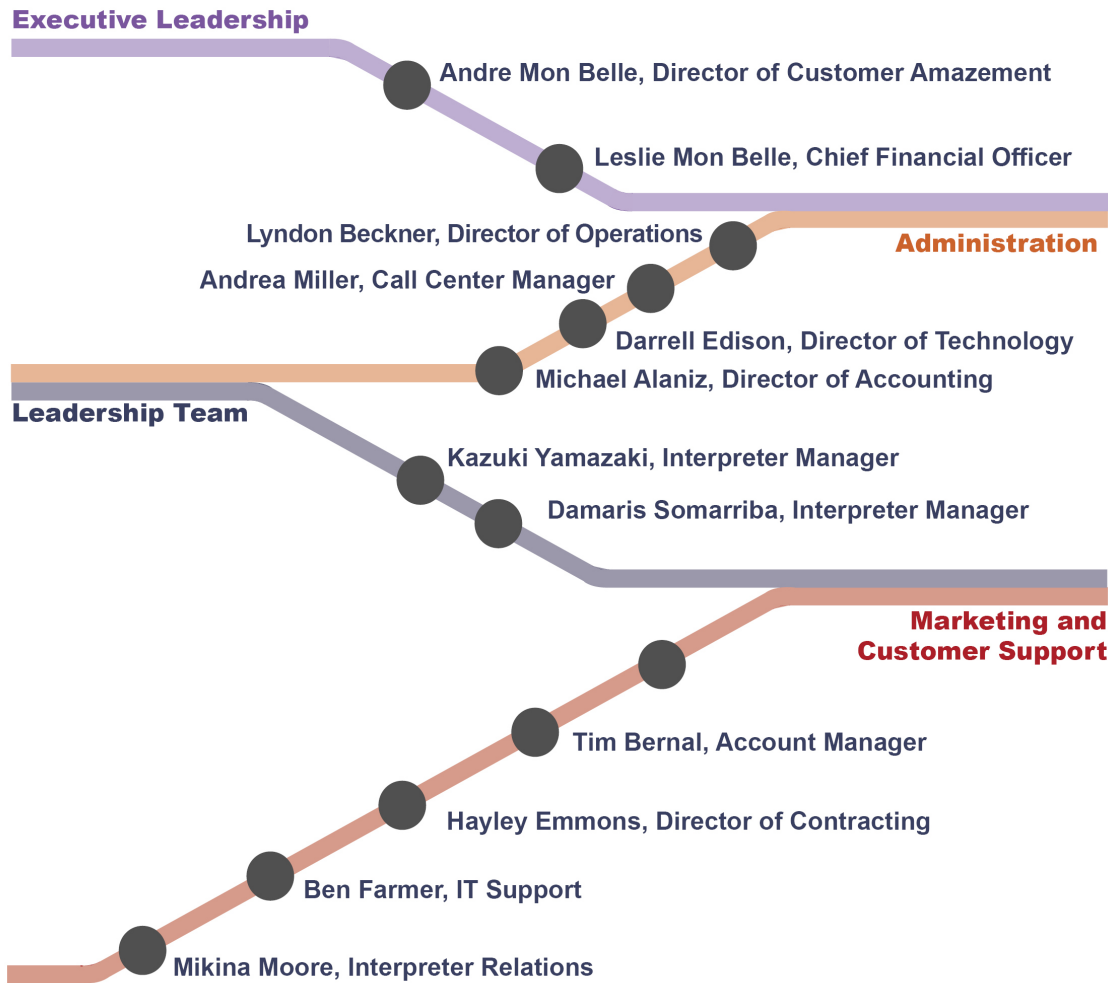
3. 100% of our interpreters and translators are certified. We require a minimum of two years experience prior to bringing a new interpreter or translator on board. Each Telanguage interpreter is either an employee or field contractor (interpreters). These language experts carry one or multiple linguistic or translation certifications; such as, ATA and NCITC, degrees and advanced degrees, as well as other industry certification and background checks. 100% of our interpreters are certified, and many carry additional certifications in legal and medical expertise. Background investigations and Non-Disclosure Agreements (NDA) are in place with all staff and contractor staff to support a diverse range of customer needs. All interpreters must pass background verification through either e-Verify or Pre-Employ.

We routinely, and randomly, test interpreters for language proficiency. Language proficiency tests are conducted every 6-12 months. With over 2,000 government-related accounts, we have hundreds of interpreters that are specialized in municipalities. The Telanguage Interpreter Certification Program, or TICP, is a national certification program for Over-the-Phone and Face-to-Face interpreting. TICP training targets all industries, including healthcare, education, government, law enforcement, 9-1-1 call centers, financial institutions, business/commercial, and social community services.

The TICP course covers ethics, interpreter roles, basic skills (from pre-session to post-session), positioning and terminology, modes of interpreting, steps for sight translation, cultural mediation, and other vital skills. The program also offers an overview of the profession, and discusses the importance of interpreter certification. TICP goes on to incorporate skill building drills, role play, small group work, video segments, vignettes, group discussion, and case study review.

TICP is a dynamic, interactive program, which builds on over 27 years of Telanguage experience. Currently, the industry standard is a 30-hour training course for certification. TICP utilizes a 120-hour training course, coupled with a 370 page training manual, for a highly comprehensive learning experience - exceeding industry standards. Based on our experience, Telanguage developed TICP upon realizing the need for interpreter training which targets bilingual staff and interpreters across all industries.

4.



H. Project Approach or Methodology and Approach

- 1. Through our dedicated Accounting team, and partnering with our corporate accountants, we would be happy to prepare and conduct financial audits for this contract. Our clients always have 24x7 access to real-time data and invoicing information through our secure, online platform.
- 2. Telanguage inspects agent and interpreter’s performance in multiple ways:



## Data Accuracy

Data accuracy and script compliance are routinely checked down to the agent and interpreter level to identify and correct any problems quickly.

Agent/interpreter-level results are then disseminated to the language group team leaders for any issues that need to be addressed on an individual basis. Direct observation of the process through monitoring allows our language team leaders and supervisors to identify common points of difficulty, which sometimes lead to changes in training, dialogues or terminology scripts to better serve the needs of the customer's and interpreters.

## Side-by-Side Monitoring

Our Quality Assurance Interpreter observes a random selection of assignments for face to face interpreting methods. The primary goal of monitoring interpreters is to verify adherence to script, process guidelines and procedures, as well as to closely monitor the usage of correct and proper terminology to provide the most complete interpretation outcome.

## Test Calls

Telelanguage places test calls into each of our dedicated lines to test the line sound and quality. We review and make sure that the sound quality of each line is crystal clear with no pocket loses. This allows us to verify that there are no telephony or system concerns and that each interpreter and agent is prepared to handle the request on the first ring.

## Issues, Concerns, and Feedback

We take client feedback very seriously. Depending on the department of the complaint (technology, interpreters or accounting) the feedback or complaint will be directed accordingly.

If IT: The IT staff member or affected department staff member who receives the call (or discovered the incident) will refer to their contact list for both management personnel to be contacted and incident response members to be contacted.

The staff member will call those designated on the list. The staff member will contact the incident response manager using both email and phone messages while ensuring remaining appropriate and backup personnel and designated managers are contacted. The staff member will log the information received and establish the following:

- a) Is the equipment affected business critical?
- b) What is the severity of the potential impact?
- c) Name of system being targeted, along with operating system, IP address, and location.
- d) IP address and any information about the origin of the breach.

Contacted members of the response team will meet or discuss the situation over the telephone and determine a response strategy to suit the nature of the breach.

## If Interpreters:

- Incident/Issue is reported to Interpreter Manager.
- Management conducts a full investigation.

- Quality control prevention actions & information is documented in interpreter's file.
- Disciplinary steps to Interpreter based on severity of issue:
  - First warning
  - Three week suspension
  - Additional training - Interpreter ethics and professionalism (for all situations)
  - Termination
  - Extreme Issues will lead to immediate termination.

If Accounting:

All invoicing/accounting issues are thoroughly reviewed for:

- a) Billing accuracy
- b) Cost verification
- c) Location and length of assignment.

All billing is thoroughly recorded. Our accounting department will make sure that any concerns are immediately addressed and provide a response for emergent situations within 24 hours and others depending on research duration within 5 business days.

Consistency, accuracy and professionalism are some of our highest concerns. Data accuracy and script compliance are routinely checked down to the agent and interpreter level to identify and correct any problems quickly. The primary goal of monitoring interpreters is to verify adherence process guidelines and procedures, as well as to closely monitor the usage of correct and proper terminology to provide the most complete interpretation outcome. In addition, we review each and every call every single day to look for inconsistencies or anomalies. An example might be an unusually long call. We can access the recording and determine if the call was a legitimate interpretation session, or if there was an error hanging up the call. If there was an error, we can adjust the billing appropriately so you're not billed for dead air.

3. We require no City resources.

4. We anticipate the **implementation processes** timeline similar to the following:

*a. Day One:* Contract execution, needs assessment meeting with customer to tailor specific support program to meet the needs of your client base and regulatory concerns to be integrated into daily operating procedures.

*b. Day One and Two:* Orientation to new service and account/user set-up training with customer personnel. A dedicated technical support team of 3 to 5 individuals will be introduced and will be on call for immediate questions and training for the life of the contract.

1. A toll free number(s) to be provided, active for the duration of the contract including extensions.

2. Professional interpreters, culturally competent with native or near-native fluency in English and the target language, who are well versed in the provision of emergency, medical and other interpretation and associated vocabulary

3. Low-rate Interpretation work may commence as soon as day one after award.

*c. Days 3 and out:* Account/user set-up completion and Starter Kits delivered with operational questioned answered, web-site access training performed for remote personnel.

*d. Days 4 and out:* Training completed, Full Rate Production Scheduling for Interpretation Service begins.

*e. Ongoing Customer Training and Internal Program Management with City personnel:* Training will be ongoing as needed.

Program Reviews will be held weekly, bi-weekly and monthly as requested to address training, documentation, successes and key performance milestones, problem areas, and difficulties encountered by City Personnel for correction actions and process changes.

## I. References

University of Washington Medicine - University-level healthcare system

<https://www.uwmedicine.org/>

Pamela Clark

1959 NE Pacific St, Seattle, WA 98195

(425) 228-3440 Ext: 4911

Email unavailable

Providing telephonic interpretation services

2008 - Present

City of Salem - Municipality

<https://www.cityofsalem.net/>

Susan Hurley, Operations Manager

555 Liberty St SE RM 220, Salem OR 97301

(503) 763-3330

Email unavailable

Providing telephonic interpretation, on-site interpretation and document translation services

2010 - Present

University of Colorado Hospital - University-level healthcare system

<https://www.uchealth.org/locations/uchealth-university-of-colorado-hospital-uch/>

Raquel Rapier, Senior Financial Counselor

12605 E 16th Ave, Aurora, CO 80045

(720) 848-0952

[Raquel.Rapier@uchealth.org](mailto:Raquel.Rapier@uchealth.org)

Providing telephonic interpretation services

2008 - Present

## Depth of Services

### J. Reporting Capabilities

Since every customer's reporting requirements are different, our system is particularly designed to search and create usage reports by metrics and parameters associated with each interpreter request. The integrated TeleReports functionality is ideal for more complex reporting where a customer needs to export reports based on periodic time schedules, such as first appointment in the morning, and the output format needs to be a .pdf file and emailed to a group of managers. In the Advanced Appointment Search form, you can select any one or multiple of up to 30 optional metrics and generate desired reports and invoices.

Call volume reports are a standard feature of the Telanguage reporting system. They include most frequently requested languages per hour, day and month, average interpreter connect times, call volume spike and busy hour reports and reports by various call patterns and types. Telanguage's statistics and analysis reporting offers summaries on Procedural and Technical accuracy, Agent and Interpreter Etiquette, Impressions and Descriptive Comments.

Please see following pages for examples of reports and invoices.

# Sample Report

1/1/2016	to	5/31/2016		
Language	Calls	Minutes	ALOC	% of Calls
Albanian	9	149	16.56	0.29
Amharic	1	14	14	0.03
Arabic	18	232	12.89	0.58
Brazilian Portuguese	3	26	8.67	0.1
Burmese	5	65	13	0.16
Cambodian	3	32	10.67	0.1
Cantonese	3	34	11.33	0.1
Croatian	3	88	29.33	0.1
Farsi	2	22	11	0.06
French	1	4	4	0.03
French Creole	8	162	20.25	0.26
German	1	5	5	0.03
Hungarian	1	14	14	0.03
Japanese	2	18	9	0.06
Karen	2	41	20.5	0.06
Kinyarwanda	2	19	9.5	0.06
Korean	5	89	17.8	0.16
Laotian	1	26	26	0.03
Mam [Myam]	1	11	11	0.03
Mandarin	7	92	13.14	0.22
Polish	1	50	50	0.03
Portugese	49	584	11.92	1.57
Romanian	1	15	15	0.03
Russian	6	90	15	0.19
Somali	1	1	1	0.03
Spanish	2959	30608	10.34	94.87
Swahili	2	22	11	0.06
Tagalog	5	51	10.2	0.16
Tagrinyan	2	28	14	0.06
Thai	1	21	21	0.03
Turkish	2	41	20.5	0.06
Vietnamese	12	210	17.5	0.38
<b>TOTAL</b>	<b>3119</b>	<b>32864</b>	<b>10.54</b>	<b>100</b>

## Department SubTotal

Dept #	Department	Calls	Minutes	ALOC
		3119	32864	10.54
	<b>TOTAL</b>	<b>3119</b>	<b>32864</b>	<b>10.54</b>

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INTERPRETATION AND TRANSLATION  
**888.983.5352**

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# TELELANGUAGE

## Customer Report

Call ID	ANI	Code	Dept	Date	Dur	Employee ID	Telephone Number	Language	Rate	Total
201563750	555-555-5555	0825	248	10/01/16 06:27 AM	8.00	u30759	555-555-5555	Spanish	NA	4.96
201564038	555-555-5555	0825	248	10/01/16 07:32 AM	1.00	u30759	555-555-5555	Spanish	NA	0.62
201564932	555-555-5555	0825	248	10/01/16 10:41 AM	7.00	U27664	555-555-5555	Vietnamese	NA	5.04
201567959	555-555-5555	0825	248	10/02/16 09:53 AM	1.00	30706	555-555-5555	Spanish	NA	0.62
201568007	555-555-5555	0825	248	10/02/16 10:09 AM	5.00	31453	555-555-5555	Spanish	NA	3.10
201570456	555-555-5555	0825	248	10/03/16 04:59 AM	25.00	31926	555-555-5555	Mandarin	NA	18.00
201570726	555-555-5555	0825	248	10/03/16 05:39 AM	13.00	55850	555-555-5555	Spanish	NA	8.06
201570924	555-555-5555	0825	248	10/03/16 05:53 AM	1.00	U32628	555-555-5555	Spanish	NA	0.62
201571194	555-555-5555	0825	248	10/03/16 06:10 AM	10.00	28992	555-555-5555	Spanish	NA	6.20
201571311	555-555-5555	0825	248	10/03/16 06:15 AM	6.00	s3-0072	555-555-5555	Spanish	NA	3.72
201571593	555-555-5555	0825	248	10/03/16 06:30 AM	3.00	u29031	555-555-5555	Spanish	NA	1.86
201572202	555-555-5555	0825	248	10/03/16 07:00 AM	5.00	U05062	555-555-5555	Spanish	NA	3.10
201572577	555-555-5555	0825	248	10/03/16 07:15 AM	7.00	30727	555-555-5555	Arabic	NA	5.04
201572568	555-555-5555	0825	248	10/03/16 07:15 AM	25.00	U27668	555-555-5555	Spanish	NA	15.50
201572595	555-555-5555	0825	248	10/03/16 07:16 AM	26.00	C08384	555-555-5555	Spanish	NA	16.12
201572592	555-555-5555	0825	248	10/03/16 07:17 AM	5.00	131833	unknown	Cantonese	NA	3.60
201573198	555-555-5555	0825	248	10/03/16 07:37 AM	9.00	60996	555-555-5555	Arabic	NA	6.48
201573318	555-555-5555	0825	248	10/03/16 07:42 AM	9.00	5425	Unknown	Spanish	NA	5.58
201573330	555-555-5555	0825	248	10/03/16 07:43 AM	19.00	U31544	555-555-5555	Spanish	NA	11.78
201573426	555-555-5555	0825	248	10/03/16 07:47 AM	8.00	U22513	555-555-5555	Spanish	NA	4.96
201573705	555-555-5555	0825	248	10/03/16 07:59 AM	8.00	U30761	555-555-5555	Spanish	NA	4.96
201573768	555-555-5555	0825	248	10/03/16 08:01 AM	22.00	130625	555-555-5555	Spanish	NA	13.64
201573903	555-555-5555	0825	248	10/03/16 08:08 AM	5.00	55732	555-555-5555	Arabic	NA	3.60
201574323	555-555-5555	0825	248	10/03/16 08:23 AM	14.00	u31898	555-555-5555	Spanish	NA	8.68
201574593	555-555-5555	0825	248	10/03/16 08:32 AM	3.00	129037	555-555-5555	Arabic	NA	2.16
201575118	555-555-5555	0825	248	10/03/16 08:52 AM	1.00	132556	555-555-5555	Spanish	NA	0.62
201575118	555-555-5555	0825	248	10/03/16 08:52 AM	13.00	132556	555-555-5555	Spanish	NA	8.06
201575247	555-555-5555	0825	248	10/03/16 08:57 AM	16.00	24893	555-555-5555	Spanish	NA	9.92
201575805	555-555-5555	0825	248	10/03/16 09:17 AM	5.00	C 60996	555-555-5555	Spanish	NA	3.10
201576177	555-555-5555	0825	248	10/03/16 09:31 AM	24.00	E58000	555-555-5555	Spanish	NA	14.88
201576345	555-555-5555	0825	248	10/03/16 09:37 AM	7.00	28992	555-555-5555	Spanish	NA	4.34
201576519	555-555-5555	0825	248	10/03/16 09:43 AM	3.00	32835	555-555-5555	Spanish	NA	1.86
201577371	555-555-5555	0825	248	10/03/16 10:14 AM	15.00	U24848	555-555-5555	Spanish	NA	9.30
201577935	555-555-5555	0825	248	10/03/16 10:31 AM	12.00	u20269	555-555-5555	Spanish	NA	7.44
201578238	555-555-5555	0825	248	10/03/16 10:41 AM	25.00	54076	555-555-5555	Spanish	NA	15.50
201578388	555-555-5555	0825	248	10/03/16 10:46 AM	18.00	S30071	555-555-5555	Spanish	NA	11.16
201578649	555-555-5555	0825	248	10/03/16 10:55 AM	2.00	S3012	555-555-5555	Spanish	NA	1.24
201578724	555-555-5555	0825	248	10/03/16 10:57 AM	11.00	U31436	555-555-5555	Spanish	NA	6.82
201579009	555-555-5555	0825	248	10/03/16 11:05 AM	21.00	S3-0114	555-555-5555	Spanish	NA	13.02
201579159	555-555-5555	0825	248	10/03/16 11:11 AM	12.00	55850	555-555-5555	Spanish	NA	7.44
201579351	555-555-5555	0825	248	10/03/16 11:18 AM	21.00	U23385	555-555-5555	Russian	NA	15.12
201579447	555-555-5555	0825	248	10/03/16 11:22 AM	2.00	30156	555-555-5555	Spanish	NA	1.24
201579453	555-555-5555	0825	248	10/03/16 11:22 AM	4.00	E55140	555-555-5555	Spanish	NA	2.48
201579507	555-555-5555	0825	248	10/03/16 11:24 AM	32.00	S30156	555-555-5555	Spanish	NA	19.84
201579912	555-555-5555	0825	248	10/03/16 11:38 AM	1.00	U32511	3132076519	Spanish	NA	0.62
201579951	555-555-5555	0825	248	10/03/16 11:39 AM	38.00	U32511	800-477-4747	Spanish	NA	23.56
201580380	555-555-5555	0825	248	10/03/16 11:56 AM	20.00	U05821	555-555-5555	Arabic	NA	14.40
201581520	555-555-5555	0825	248	10/03/16 12:37 PM	7.00	47728	555-555-5555	Spanish	NA	4.34
201581895	555-555-5555	0825	248	10/03/16 12:51 PM	34.00	U314810	555-555-5555	Arabic	NA	24.48
201582072	555-555-5555	0825	248	10/03/16 12:59 PM	10.00	S30025	555-555-5555	Spanish	NA	6.20
201582327	555-555-5555	0825	248	10/03/16 01:07 PM	9.00	U23385	555-555-5555	Spanish	NA	5.58

Call ID	ANI	Code	Dept	Date	Dur	Employee ID	Telephone Number	Language	Rate	Total
201820019	555-555-5555	0825	616	10/22/16 08:56 AM	21.00	31738	555-555-5555	Spanish	NA	13.02
201827474	555-555-5555	0825	616	10/24/16 06:04 AM	13.00	U32524	555-555-5555	Spanish	NA	8.06
201827717	555-555-5555	0825	616	10/24/16 06:19 AM	2.00	U32504	555-555-5555	Spanish	NA	1.24
201829340	555-555-5555	0825	616	10/24/16 07:32 AM	8.00	U10227	555-555-5555	Spanish	NA	4.96
201829358	555-555-5555	0825	616	10/24/16 07:32 AM	14.00	U32699	555-555-5555	Spanish	NA	8.68
201830756	555-555-5555	0825	616	10/24/16 08:25 AM	9.00	32501	555-555-5555	Spanish	NA	5.58
201831560	555-555-5555	0825	616	10/24/16 08:52 AM	5.00	Y32522	555-555-5555	Spanish	NA	3.10
201832010	555-555-5555	0825	616	10/24/16 09:09 AM	3.00	U13063	555-555-5555	Spanish	NA	1.86
201833768	555-555-5555	0825	616	10/24/16 10:11 AM	10.00	E58348	555-555-5555	Spanish	NA	6.20
201835472	555-555-5555	0825	616	10/24/16 11:13 AM	10.00	u32524	555-555-5555	Spanish	NA	6.20
201835634	555-555-5555	0825	616	10/24/16 11:21 AM	15.00	32699	555-555-5555	Spanish	NA	9.30
201838751	555-555-5555	0825	616	10/24/16 01:19 PM	10.00	U30668	555-555-5555	Spanish	NA	6.20
201838922	555-555-5555	0825	616	10/24/16 01:23 PM	3.00	U30666	555-555-5555	Spanish	NA	1.86
201839096	555-555-5555	0825	616	10/24/16 01:29 PM	9.00	32501	555-555-5555	Spanish	NA	5.58
201839729	555-555-5555	0825	616	10/24/16 01:53 PM	20.00	U32652	555-555-5555	Arabic	NA	14.40
201839915	555-555-5555	0825	616	10/24/16 01:59 PM	5.00	U32198	555-555-5555	Spanish	NA	3.10
201847757	555-555-5555	0825	616	10/25/16 08:08 AM	4.00	U30668	555-555-5555	Spanish	NA	2.48
201847898	555-555-5555	0825	616	10/25/16 08:14 AM	5.00	U32647	555-555-5555	Spanish	NA	3.10
201849623	555-555-5555	0825	616	10/25/16 09:22 AM	3.00	u32647	555-555-5555	Spanish	NA	1.86
201856718	555-555-5555	0825	616	10/25/16 01:56 PM	19.00	U32652	555-555-5555	Spanish	NA	11.78
201865607	555-555-5555	0825	616	10/26/16 08:55 AM	7.00	U32653	555-555-5555	Spanish	NA	4.34
201871655	555-555-5555	0825	616	10/26/16 12:57 PM	9.00	U27861	555-555-5555	Spanish	NA	5.58
201872069	555-555-5555	0825	616	10/26/16 01:12 PM	20.00	U32506	555-555-5555	Spanish	NA	12.40
201873686	555-555-5555	0825	616	10/26/16 02:25 PM	6.00	U31545	555-555-5555	Spanish	NA	3.72
201879359	555-555-5555	0825	616	10/27/16 07:28 AM	14.00	U32653	555-555-5555	Spanish	NA	8.68
201879602	555-555-5555	0825	616	10/27/16 07:40 AM	15.00	u32524	555-555-5555	Spanish	NA	9.30
201882920	555-555-5555	0825	616	10/27/16 10:03 AM	5.00	U30572	555-555-5555	Spanish	NA	3.10
201884459	555-555-5555	0825	616	10/27/16 11:00 AM	4.00	132515	555-555-5555	Arabic	NA	2.88
201885923	555-555-5555	0825	616	10/27/16 11:57 AM	9.00	U27228	555-555-5555	Spanish	NA	5.58
201887336	555-555-5555	0825	616	10/27/16 12:55 PM	10.00	U32524	555-555-5555	Spanish	NA	6.20
201888035	555-555-5555	0825	616	10/27/16 01:24 PM	4.00	U30668	555-555-5555	Spanish	NA	2.48
201888629	555-555-5555	0825	616	10/27/16 01:52 PM	33.00	U30572	555-555-5555	Spanish	NA	20.46
201889109	555-555-5555	0825	616	10/27/16 02:17 PM	2.00	U32503	555-555-5555	Spanish	NA	1.24
201889226	555-555-5555	0825	616	10/27/16 02:24 PM	4.00	U32652	555-555-5555	Spanish	NA	2.48
201896294	555-555-5555	0825	616	10/28/16 08:14 AM	11.00	U31738	555-555-5555	Spanish	NA	6.82
201899258	555-555-5555	0825	616	10/28/16 10:24 AM	3.00	u27228	555-555-5555	Chinese Taiwanese	NA	2.16
201899765	555-555-5555	0825	616	10/28/16 10:45 AM	12.00	u32524	555-555-5555	Spanish	NA	7.44
201901505	555-555-5555	0825	616	10/28/16 12:02 PM	3.00	U27861	555-555-5555	Spanish	NA	1.86
201911984	555-555-5555	0825	616	10/30/16 08:19 AM	7.00	u27848	555-555-5555	Arabic	NA	5.04
201918032	555-555-5555	0825	616	10/31/16 07:52 AM	14.00	U32503	555-555-5555	Spanish	NA	8.68
201920111	555-555-5555	0825	616	10/31/16 09:08 AM	8.00	u31584	555-555-5555	Spanish	NA	4.96
201922334	555-555-5555	0825	616	10/31/16 10:28 AM	18.00	U32640	555-555-5555	Spanish	NA	11.16
201923447	555-555-5555	0825	616	10/31/16 11:03 AM	1.00	28985	555-555-5555	Spanish	NA	0.62
201924455	555-555-5555	0825	616	10/31/16 11:39 AM	18.00	U30665	555-555-5555	Spanish	NA	11.16
201928337	555-555-5555	0825	616	10/31/16 02:00 PM	24.00	U32506	555-555-5555	Spanish	NA	14.88
201928385	555-555-5555	0825	616	10/31/16 02:03 PM	26.00	U10227	555-555-5555	Spanish	NA	16.12
<b>Dept Total min</b>					1801.00	Kentwood		146	<b>Total</b>	1150.32
201730433	555-555-5555	0825	810	10/15/16 07:02 AM	9.00	57139	8004774747	Spanish	0.620	5.58
201832634	555-555-5555	0825	810	10/24/16 09:32 AM	15.00	62209	8004774747	Spanish	0.620	9.30
<b>Dept Total min</b>					24.00	Field Services		2	<b>Total</b>	14.88
<b>Total minutes:</b>					21138.00	<b>Total calls:</b>		1627	<b>Total</b>	13493.66

## K. Technical Assistance

1. We have a dedicated 24x7x365 customer service staff standing by to support the City contract. We are happy to provide guidance for accounting related concerns between audit periods. There are no additional charges or fees to review this information. Tim Bernal would be your main point of contact for any issues or concerns, and - working with Michael Alaniz (Director of Accounting) - would resolve any concerns that might

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arise.

## L. Training Plan

Tim Bernal will be your main point of contact for all training purposes. We thoroughly enjoy the training process, and will be available to host training sessions as often as necessary. We understand that turnover happens, or technology may change, so we provide these services at no cost to our clients. We're happy to conduct ongoing training via webinar, printed materials, or in person. We would not bill for any charges related to traveling to Tacoma for training.

## M. Fees and Charges / Value / Method of Billing / Hourly Rates

1-3. We do not have any additional charges or fees outside of our per-minute, per-hour, or per-word rates. We do not charge for ancillary charges such as training, reference materials, 3rd party calling, monthly fees, additional access codes or toll-free numbers, etc. We do not offer a prompt payment discount. If the City exceeds 100,000 minutes/month, we offer volume discounts.

1. We do not charge an hourly billing rate for any of the City's support team, to include partners, managers, seniors, and staff auditors.

2. Tim Bernal will be the primary support for this contract. He is anticipated to spend eight to ten hours a week focused solely on maintaining and growing this account. Kazuki and Lyndon will spend approximately five hours per week on this contract, and after contract award, Hayley would spend one to two hours a week. Leslie and Andre will spend two to five hours a week, and Michael will spend five to eight hours per week. Leslie and Michael will work primarily on the audit, and will spend as much time as necessary to get the City's desired results.

3-4. Our promise to our clients is total transparency. We will not charge anything besides our per-minute, per-hour, or per-word rates. We understand that there will be an implementation period where we may have to absorb some cost to become acquainted with our customers' systems. These costs are never billed back to our clients.

## N. List of languages/Other resources

1.

Acholi	Arabic Egyptian	Austrian German	Bangla	Bosnian
Afghan Farsi	Arabic Gulf	Awadhi	Basaa	Bulgarian
African Creole	Arabic Libian	Aymara	Bashkir	Burmese*
Afrikaans	Arabic Moroccan	Azeri (Turkish)	Basque	Cambodian
Akan	Arabic Sudanese	Azerbaijani	Berber	Cantonese*
Akateko	Arabic Syrian	Badini	Betawi	Cape Verdean
American Sign Language (ASL)	Arabic Tunisian	Bahasa	Belarusian	Carolinean
Albanian	Armenian	Balinese	Bengali/Bangla	Catalan
Amharic*	Ashanh	Balochi	Bhojpuri	Cebuano
Arabic*	Assamese	Bambara	Bhutanese	Chaldean
Arabic Juba	Assyrian	Bangangte	Bodo	Chamorro



Cherokee	Gola	Kikuyu	Mina
Chewa	Grebo	Kinyamulenge	Mirpuri
Chuvash	Greek	Kinyarwanda	Mizo
Shanghaiese	Guarani	Kirundi	Mixteco Alto
Toisanese	Gujarati	Kongo	Mixteco Bajo
Chinn	Haitian Creole	Konkani	Moldovan
Chittagonian	Hakka Chinn	Korean*	Moore
Chiu-Chow	Hakka Chinese	Krahn	Mongolian
Chuj	Hausa	Krio	Montagnard
Chuukese	Hebrew	Kunama	Moreh
Croatian	Hindi	Kurdish	Mortlockese
Cupik	Hmong*	Kurmanji (Kurdish)	Mossi
Czech	Hokkien	Lahu	Mudarese
Dakhini	Hunan	Lao	Navajo
Danish	Hungarian	Latvian	Ndebele
Dari	Icelandic	Lingala	Neapolitan
Dinka	Ibo	Lithuanian	Nepali*
Dutch	Igbo	Low German	Norwegian
Dyula	Ilocano (Filipino)	Luganda	Nuer
Dzongkha	Indonesian	Luo	Odia
English British	Inuit	Luxembourgish French	Ojibay
English Australia	Iranian Farsi	Luxembourgish German	Oromo
English South Africa	Italian	Macedonian	Otomi
English Jamaica	Ixil	Maithili	Pahari
Estonian	Japanese	Mai Mai	Palau
Ewe	Jarai	Malagasy	Pampang
Falam	Jakartan	Malay	Papiament
Fanti	Javanese	Malayalam	Pashtu
Faroese	Jawi	Malaysian	Pennsylvania Dutch
Farsi*	Jola	Malinke	Persian
Fijian	Kabye	Maltese	Po Karen
Finnish	Kachin	Mam [Myam]	Polish*
Flemish	Kanjober	Mandarin*	Popti
French*	Kanjoval [Myan]	Mandingo	Portuguese Brazil*
French Canadian	Kannada	Mandinka	Portuguese Portugal
French Creole*	Kansai (Japanese)	Maninka	Portuguese Creole Cape Verde
Fukienese (Chinese)	Kaqchikel	Marathi (Indian)	Pokomchi
Fula	Karen*	Marshallese	Pothwari
Fulani	Karenni	Marwari	Pulaar
Fuqing	Kashmiri	Masalit	Punjabi
Fuzhou	Kazakh	May May	Quechua
Ga	Kaya	Mende	Quiche
Ganda	Kedah (Malaysian)	Micronesian Kosrae	Red Karen
Georgian	Khmer	Micronesian Pohnpei	Rohingya
German	Ki'che	Mien	Romanian
Gikuyu	Kikongo	Min	Rundi

Russian*	Sinhalese	Swahili*	Telugu	Turkmen	Welsh
Samoan	Slovak	Swedish	Temne	Tsonga	Wolof
Sango	Slovenian	Swiss French	Tetum	Tswana	Xhosa
Saraiki	Slovene	Swiss Italian	Thai	Twi	Yiddish
Serbian	Sotho	Swiss German	Tibetan	Ukrainian	Yoruba
Sesotho	Somali*	Sylheti	Tidem Chinn	Urdu	Yupik
Setswana	Soninke	Tagalog	Tigre	Uzbek	Zapotec
Sgaw Karen	Sorani	Taiwanese	Tigrinya*	Uyghur	Zomi
Shona	Spanish*	Tajik	Tongan	Venetian	Zopau
Sicilian	Sundanese	Tamil	Tshiluba	Vietnamese*	Zulu
Sindhi	Swati	Tatar	Turkish	Visayan (Filipino)	

**\* indicates our top 20 most requested languages.**

2. The materials and resources we can provide to our clients is endless. We are happy to customize any number of print - or electronic - collateral for our clients. We can offer customized language lists, “point to your language” lists, access cards, tips to working with interpreters, and much more. We want our services to be as easy to access as possible. Tim is happy to help work with our clients to develop a unique and customized resource portfolio.

## Sustainability

### O. Sustainability

1.a-c. Technology is at the forefront of our efforts to lessen negative operational impacts on the environment.

Three of our activities that have demonstrated significant results are our “Print Less” campaign, our public transportation subsidy program, and our recycling program. First, we fully embrace technology and encourage all employees to print as little as possible. We are able to accomplish much more through computers, tablets and phones, that paperwork is becoming obsolete. In addition to this, we have completely scanned all historical documentation - dating back to 1991 - into our archival system, to reduce our footprint and contribute to recycling. Second, we offer a subsidy to those employees wishing to use the Trimet public transit system in the Greater Portland area to commute. This helps the environment in countless ways, the most significant of which is less emissions - and a smaller carbon footprint. Lastly, we have an engrained recycling program in the office. This has been a part of our fabric for years. The Telelanguage team fully embraces environmental practices. Regardless of contract award, we fully plan to continue these practices. We’re happy to share our experiences with the City - and we’re always looking for new ways to collaborate on new initiatives!

## Small Business Enterprise

### P. Small Business Enterprise (SBE) / Minority and Women’s Business Enterprises (MWBE)

1. We are not a certified City of Tacoma Small Business Enterprise.
2. We will not be partnering with, or subcontracting to, a certified City of Tacoma Small Business Enterprise.
3. We are not a minority/woman owned firm certified with the Washington State Office of Minority and

Women's Business Enterprises.

4. We will not be partnering with, or subcontracting to, a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises.

## ADDITIONAL INFORMATION & ADDED VALUE

We have one call center in our Portland, Oregon office. We also have interpreters and agents located remotely across the United States. Telanguage bases its telephonic interpretation model on remote call agents and interpreters. Many new clients often have questions and valid concerns over this method - being more familiar with centralized call centers, but we have a 27 year history - and thousands of clients - that can attest to the benefits of being decentralized. Many companies can provide on-site interpreters locally, but few can provide telephonic interpreters within a specific region. With remote agents and interpreters, you have the option of requesting local telephonic interpreters. This can help when referring to local street names, acronyms, slang, or other geographic markers. On the other hand, you can also request only interpreters from outside your region. For example, the Hmong community is traditionally a very conservative and close-knit culture, and often feel more comfortable talking candidly to an interpreter they're sure they won't know in person.

There is no need to worry about additional expenses to accommodate our services. All you have to do is dial and connect with a certified interpreter of the language of your choosing, over 300 available 24/7/365. The City will have access to services by following the outlined steps using your dedicated toll free number and access code:

1. Dial your dedicated toll-free number
2. Say or enter your personal access code and language needed  
\*press 0 for live support
3. Start conversation as soon as an interpreter is on the line:  
4-5 seconds for top 10 languages.

Telanguage customers are greeted within 3 seconds. 100% of our Customers always have the option to connect to the Interactive Voice Response (IVR) system if data collection is not required. For customers being serviced by live operators, average answer time is 6-9 seconds. Conversations start as soon as an interpreter is on the line: 4-5 seconds for top 10 languages. Average of 9 seconds for others. In reality, connect time for Spanish interpreters actually averages zero seconds.

If data collection is required (department code, billing code, etc.), our agents are already dialing an interpreter in the background while collecting the information you require of us. Once we've gathered this data, there's typically an interpreter already on the line providing no wait times.

As part of the new client set-up process, Telanguage shall provide a unique client ID code to each client, department, and/or division including field and branch remote offices. Calls will be processed with unique client ID, other required information and then connect to the appropriate language interpreter.

### Compatibility & Prioritization

- Priority Queuing - Telanguage telephony platform allows incoming calls to connect automatically to a specific split. Calls to a specific split are automatically distributed among the agent/interpreters, or specific group

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members, assigned to that split. If there are no interpreters for a specific language available, calls can queue to the split until an interpreter becomes available.

- Telelanguage's ACD System - Inbound, automatic call distribution capabilities allow us to deliver customers to the appropriate interpreter or other resource on first engagement, segment customers and enable appropriate service prioritization, deploy interpreters cost-effectively no matter where they are located. Meanwhile we are managing both session initiation protocol (SIP)-based, voice over IP (VoIP) agents/interpreters and PSTN-based agents/interpreters from a single, all-in-one contact center platform.
- Telelanguage's telephony platform is configured to support a 24/7 operation with multiple locations and real time transferring, queuing, and monitoring.

## Video Remote Interpreting (VRI)

While this RFP does not call for VRI, we want to provide information that may allow the City of Tacoma to consider this solution in the future. On-site interpretation sessions - whether they're foreign language or American Sign Language - can sometimes be difficult to fill, or require pre-scheduling. VRI allows our clients to secure a face-to-face interpretation session on-demand, and with much greater range and reliability. We are currently rolling out dozens of VRI programs with clients across the country. If this is something the City of Tacoma may be interested in, we're happy to set up free demos, and offer free VRI minutes to test out our capabilities.

## Privacy and Confidentiality

Applications are hosted in dedicated physical environments. We utilize 2 cycles prior to releasing code revisions to production (Development, Staging and Production). Each server is monitored with a Common Vulnerabilities and Exposure security application. We utilize a multi-layered network environment for web translation through to our database tier. We routinely cycle in updates and CVE vulnerability patches as needed for each server. Each server must be handled based on OS and application versions. We utilize vulnerability detection software that will detect common vulnerabilities and exposures. Once a vulnerability has been detected we will cycle in patches on a weekly basis. Our hosting infrastructure is a tier 3 level data center with complete HIPAA compliance and multiple redundancies.

Our Privacy and Confidentiality Statement is as follows:

### 1. Confidential Information and Intellectual Property:

1.1. Confidential Information: All Customer Data is Customer's property. Neither Telelanguage nor its licensors will use or access Confidential Information except (i) as required to enable Telelanguage to provide or improve the Services or (ii) to protect Telelanguage and its customers against unauthorized use. Neither Telelanguage nor its licensors will disclose to any third party (except as required by law or government requests/orders or to its attorneys, accountants and other advisors as reasonably necessary), any of Customer's Confidential Information. If law requires disclosure of Confidential Information by either party, the disclosing party will give prior written notice sufficient to permit the other to contest such disclosure. Each party agrees to protect the confidentiality of such information with at least the same degree of care it takes to protect its own Confidential Information. Neither party has any confidentiality obligations regarding information that is in or enters into the public domain without breach of this Agreement; that it receives from a third party without restrictions on disclosure and without breach of a nondisclosure obligation; or that it has developed internally.

1.2. Intellectual Property: Customer agrees that all Telelanguage products and services,

including the Services, are the property of Telanguage. All rights not granted hereunder are expressly reserved to Telanguage. This Agreement does not grant Telanguage any rights to Customer’s intellectual property. Except as expressly provided herein, there shall be no third party beneficiaries to this Agreement, including but not limited to any User or the insurance providers for either party.

1.3. Access to Customer Data: Customer shall at all times be able to export its data from the service. At Customer’s request, Telanguage will provide a ‘Comma Separated Value” (.CSV) file or other compatible file containing all Customer data within one business day of such request. If at any time Telanguage stops providing the Services for any reason including bankruptcy, Telanguage will supply Customer with all Customer data within one business day of notification to Customer.

What Sets Us Apart

Telanguage is unique in that we offer the reach of a global company, and the flexibility and customer service of a small company. All of our interpreters are U.S.-based. We have no foreign interests or ownership. We promise dedicated, 24x7 account support. All of our technology is owned and developed in-house. We have the fastest connect times in the industry, offer the most languages, and provide our clients with the best technology available. And even with these stats, we still take the most pride in developing and maintaining long-term relationships with our clients. We are in the service industry, and our primary goal is to help our clients help their customers and communities.

Many of our competitors resell our rare languages, as they’re unable to provide our range of languages on-demand. In addition, our technology uptime is the best in the industry. Two examples of our surge volume capacity involve Hurricane Matthew and the Level 3 internet outage - both in 2016. During these two events, we had competitors whose systems failed. We were able to reroute their calls through our servers and data center, seamlessly, to avoid disruptions in service.

In February of this year, one of our competitors experienced a large, regional outage. This competitor happened to be the primary vendor on a large State of Texas contract that we were a secondary vendor on. During the outage, all of the calls were rerouted to us. At the time, neither our client’s management or administration were aware of the outage, until we brought it to their attention. Our client was so impressed with our coverage of this event that they have since invited us to an on-site meeting with them to discuss the possibility of moving us to a primary role within the contract. This flexibility and security provides us a 99.999% uptime, and our customers complete peace of mind.

# Attachments

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## City of Tacoma

### *Translation Services*

Specification No. CT18-0201F

- 30. W9
- 31. Insurance
- 33. Telephonic Technology
- 35. Remote Agents and Interpreters

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**TELELANGUAGE, INC.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**514 SW. 6th Ave. 4th FL**

**6** City, state, and ZIP code  
**PORTLAND, OR 97204**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
9	3	-	1	0	8	9	7	3

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ **Date** ▶ **1-18-17**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

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# Insurance



TELEL-1 OP ID: JE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leonard Adams Insurance, Inc. 5201 SW Westgate Dr, Suite 300 Portland, OR 97221 J. Darrin Gross		<b>CONTACT NAME:</b> J. Darrin Gross <b>PHONE (A/C, No, Ext):</b> 503-296-0077 <b>FAX (A/C, No):</b> 503-296-0044 <b>E-MAIL ADDRESS:</b> darring@lacoinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Sentinel Insurance Company</b>	
		<b>INSURER B : SAIF</b>	
		<b>INSURER C : State Compensation Insurance</b>	
		<b>INSURER D : Scottsdale Ins Co</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>52 SBA PW5861</b>	<b>03/17/2017</b>	<b>03/17/2018</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Emp Ben. \$ <b>1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<b>52 SBA PW5861</b>	<b>03/17/2017</b>	<b>03/17/2018</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<b>A</b>	<b>X UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		<b>52 SBA PW5861</b>	<b>03/17/2017</b>	<b>03/17/2018</b>	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b> <input type="checkbox"/> <b>N/A</b>	<b>912854116 (CALIFORNIA)</b>	<b>03/17/2017</b>	<b>03/17/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Prof Liab</b>		<b>EK13183628</b>	<b>03/17/2016</b>	<b>03/17/2018</b>	<b>Prof Liab \$1m/\$3m</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) are included as additional insured as respects operations of the named insured when required by written contract (per Form SS 00 08 04 05)

### CERTIFICATE HOLDER

LACOUNT

The County of Los Angeles  
 ISD, PCS Contracts  
 9150 E. Imperial Hwy  
 MS 46  
 Downey, CA 90242

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Darrin Gross

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ACORD 25 (2014/01)

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# Telephonic Technology

## Language Fact:

Over half of the world's 7,000 languages have no written form.

Telelanguage handled over 15,000,000 minutes of calls in 2017 - that's over 41,000 every single day! Customer Service is available 24 hours per day and we operate at 60% capacity - with the ability to ramp up within minutes.

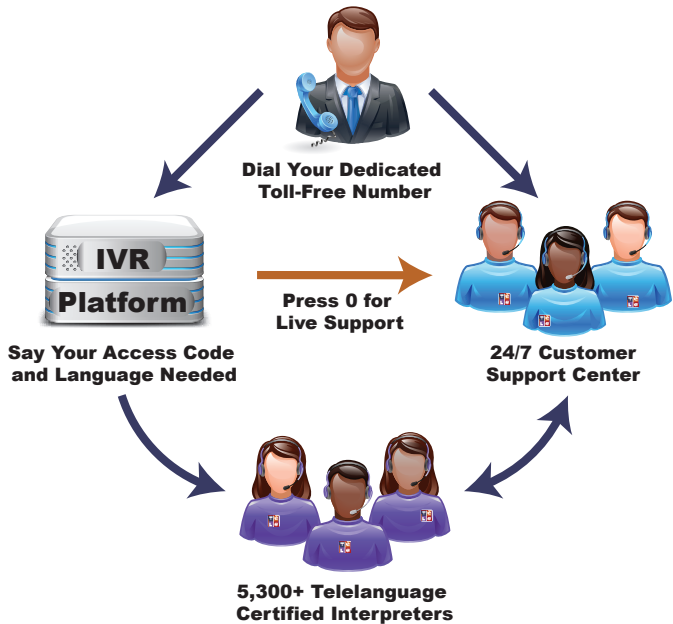
Telelanguage customers are greeted within 3 seconds. 100% of our Customers always have the option to connect to the Interactive Voice Response (IVR) system if data collection is not required. For customers being serviced by live operators, average answer time is 6-9 seconds.

We have built our telephonic technology around remote interpreters, as opposed to centralized call centers. We have found this has many benefits, including increased confidentiality, increased accuracy regarding geographic regions (local acronyms, street names, county names, etc.), and greater flexibility in the event of localized power outages or natural disasters. Our interpreters are held to the highest standards, and are certified professionals. Our remote agents and interpreters have a 30% higher retention rate over our competitor's call centers, due to increased job satisfaction, lower stress levels, and greater flexibility.

As part of the new client set-up process, Telelanguage shall provide a unique client ID code to each client, department, and/or division including field and branch remote offices. Invoices can be customized to meet any data-collection needs our clients have.

## Language Fact:

A language goes extinct every 14 days!



## Communication tips

- Clearly and briefly state the purpose of the session/ phone call to the LEP person and the interpreter
- Use short sentences in plain English and speak directly to the person (e.g. Mr. ..., how may I help you?)
- Pause after two or three sentences to allow the interpreter to speak
- Allow the interpreter to clarify as he/she has no visual cues to assist
- Ensure you have covered everything you intended
- Clearly indicate the end of the session to the person and interpreter

# Telephonic Technology

Most companies including government agencies, law enforcement, 911 call centers and healthcare organizations encounter language barriers on a daily basis. Without a service like telephone interpreting, communication can become a major obstacle.

Telelanguage interpreters have exceptional linguistic and interpersonal skills that allow them to carry out the interpretation without interrupting the proceeding/meeting/appointment.

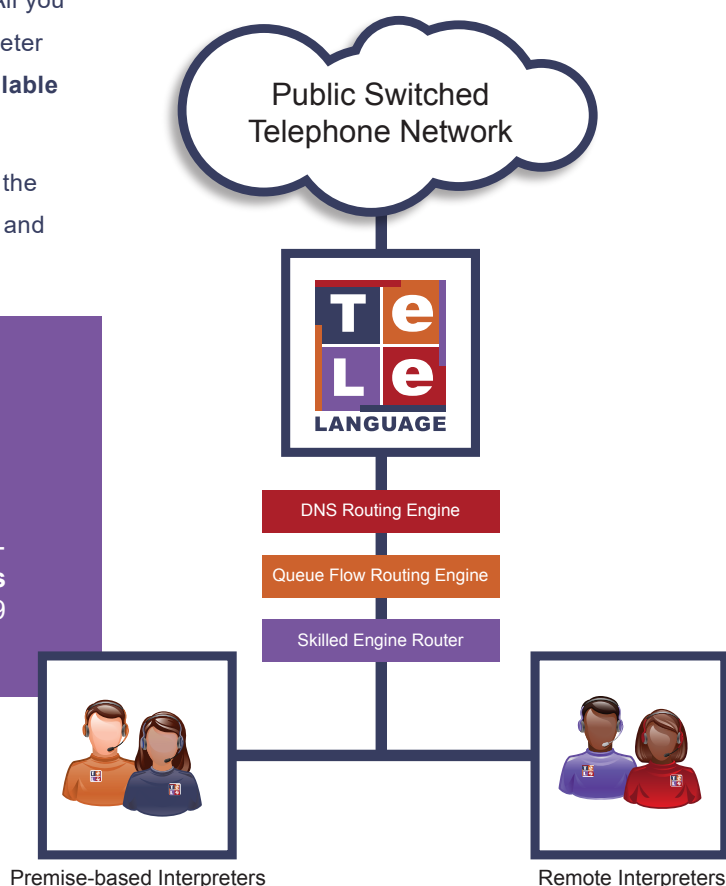
Telelanguage services are user friendly. We have structured our telephony and video remote interpretation systems to be compatible with any system our customers may utilize in their own industries. You do not need to worry about additional expenses to accommodate our services. All you have to do is dial and connect with a certified interpreter of the language of your choosing, **over 300 are available 24/7/365.**

Our clients will have access to services by following the outlined steps using your dedicated toll free number and access code:

- 1** Dial your dedicated toll-free number
- 2** Say or enter your personal access code and language needed
- 3** Start conversation as soon as an interpreter is on the line: **4-5 seconds for top 10 languages.** Average of 9 seconds for others.

## Telelanguage's ACD System

Telelanguage's inbound, automatic call distribution capabilities allow us to deliver customers to the appropriate interpreter or other resource on first engagement, segment customers and enable appropriate service prioritization, deploy interpreters cost-effectively no matter where they are located. Meanwhile we are managing both session initiation protocol (SIP)-based, voice over IP (VoIP) agents/interpreters and PSTN-based agents/interpreters from a single, all-in-one contact center platform.

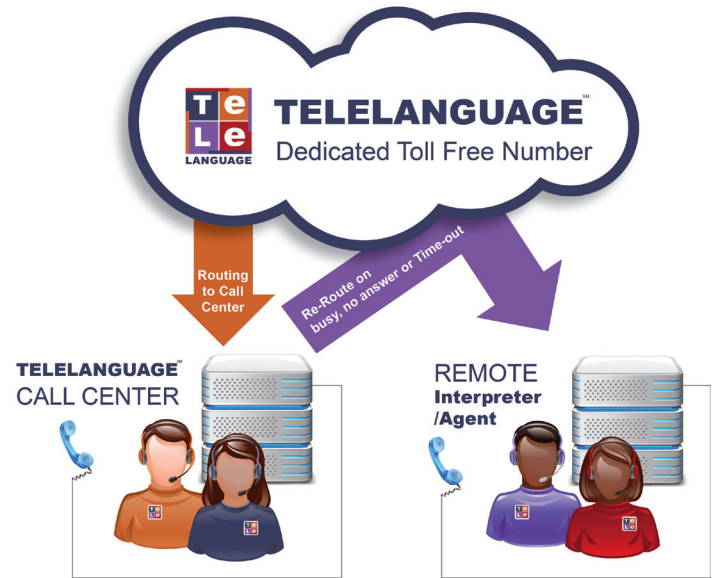


# Telephonic Technology

## Multiple Location & Real Time Transferring

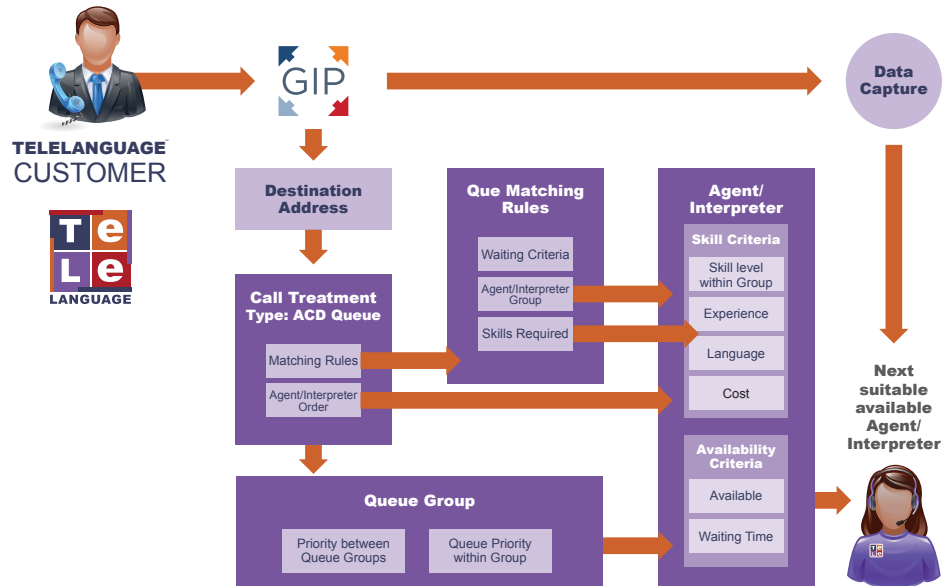
Telelanguage's telephony platform is configured to support a 24/7 operation with multiple locations and real time transferring, queuing, and monitoring.

Telelanguage will provide our clients' Departments Toll Free Numbers with multiple access codes at each of your campus, clinics, offices and or any other location identified by your representative.



## Queueing

Telelanguage telephony platform allows incoming calls to connect automatically to a specific split. Calls to a specific split are automatically distributed among the agent/interpreters, or hunt group members, assigned to that split. If there are no interpreters for a specific language available, calls can queue to the split until an interpreter becomes available.



# Telelanguage, Inc.

## Remote Agents and Interpreters

Telelanguage bases its telephonic interpretation model on remote call agents and interpreters. Many new clients often have questions and valid concerns over this method - being more familiar with centralized call centers, but we have a 27 year history - and thousands of clients - that can attest to the benefits of being decentralized.

### Concern: Aren't there distractions and background noise with remote agents and interpreters?

Our remote agents and interpreters are held to the highest professional and industry standards. Our corporate policies strictly spell out that remote agents and interpreters must keep a secure, quiet work environment void of children, loud pets, background noise, etc. In addition, cell phone use is strictly prohibited. All agents and interpreters are required to comply with these policies.

### Concern: What about confidentiality and security of information?

Contrary to standard beliefs, remote agents and interpreters actually adhere to higher levels of confidentiality than call center agents. With remote agents and interpreters, there's no overhearing of other conversations, "water-cooler talk," or mention of work after hours or on breaks. Our agents and interpreters must all be HIPAA and HITECH compliant. No notes are recorded by our interpreters, and no secure or private information is recorded.

### Concern: What about discipline, and being able to provide services 24x7x365?

The majority of our agents and interpreters work for us full-time. One of the advantages of having remote agents and interpreters, as opposed to centralized call centers, is our flexibility. We're able to easily cover all standard business hours across all time zones, and our agents and interpreters set their own schedules to ensure we have constant support, 24x7x365. In addition, the flexibility of allowing our agents and interpreters to work remotely improves job satisfaction. Our remote agents and interpreters have 30% higher retainment rates than call center employees, because they're happier!

### Added Bonus: Greater up-time, and no risk of mass outages

With our remote agents and interpreters being located all across the country, we can easily route calls wherever we need to - especially in the event of a large, regional outage or surge. This decentralized approach to customer service allows us to achieve a 99.9% uptime. We have historical examples of competitors needing to route their calls through us during localized natural disasters, as their call centers were catastrophically effected.

### Added Bonus: Local experts - wherever you need them

Many companies can provide on-site interpreters locally, but few can provide telephonic interpreters within a specific region. With remote agents and interpreters, you have the option of requesting local telephonic interpreters. This can help when referring to local street names, acronyms, slang, or other geographic markers. On the other hand, you can also request only interpreters from outside your region. For example, the Hmong community is traditionally a very conservative and close-knit culture, and often feel more comfortable talking candidly to an interpreter they're sure they won't know in person.

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Price Proposal Form:

TELEPHONE TRANSLATION SERVICES

The Respondent shall provide an hourly rate for telephone translation services provided during standard operating hours (Monday through Friday, 8am to 5pm Pacific Standard Time) and non-standard operating hours for both core and non-core languages. Core Languages are defined in section 2.03.

Description of Services	SPANISH ONLY	CORE LANGUAGES	NON-CORE LANGUAGES
PER MINUTE RATE STANDARD HOURS	\$0.56	\$0.78	\$0.78
PER MINUTE RATE NON- STANDARD HOURS	\$0.56	\$0.78	\$0.78

TELEPHONE INTERPRETATION EQUIPMENT

The respondent shall furnish telephone and related equipment, including the maintenance of such equipment.

Describe equipment offered We do not anticipate the City needing any additional equipment to support our services. All of our services can be accessed over standard computers, smart phones, laptops, tablets, etc. - and over all standard WiFi or cellular data. In the event the City would like to purchase dual-handset phones, we can provide these at \$4.99/month, or purchased outright at \$99. We are also able to procure tablets wholesale at \$399, if needed. We do not charge for maintenance.

Monthly Rate per EA \$0.00

Yearly Rate Per EA \$0.00

ON-SITE INTERPRETATION SERVICES

The Respondent shall provide an hourly rate for on-site interpretation services provided during standard operating hours (Monday through Friday, 8am to 5pm Pacific Standard Time) and non-standard operating hours for both core and non-core languages. Core Languages are defined in section 2.03.

Description of Services	SPANISH ONLY	CORE LANGUAGES	NON-CORE LANGUAGES
HOURLY RATE STANDARD HOURS	\$39.99	\$44.99	\$49.99
HOURLY RATE NON-STANDARD HOURS	\$44.99	\$49.99	\$54.99

ASL

\$90.00

\$95.00

Define and provide any costs for any expedited onsite interpretation services offered by respondent:

Emergency requests would incur an additional \$10/hour charge.

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WRITTEN TRANSLATION SERVICES

The respondent shall provide a cost per word for document translations greater than 150 words for both core and non-core languages.

The Respondent shall provide a flat fixed cost for document translations with a word count of less than 150 words for both core and non-core languages.

The respondent shall provide a cost per hour for desktop publishing. Desktop Publishing is a service which involves formatting of translated documents to match the format of the source document so that it is ready for printing or publishing on-line. Desktop Publishing services may be required when the completed translated document must be redesigned to fit the translated text while retaining the original format of the source document (forms, brochures, flyers with graphics, etc.).

Core languages are defined in section 2.03.

Description of services	SPANISH ONLY	Core Languages	NON-CORE LANGUAGES
Per word rate	\$0.24	\$0.30	\$0.36
150 words or less - Flat Fixed Cost	\$60.00	\$75.00	\$90.00
Per hour rate - Desktop publishing	\$50.00	\$50.00	\$50.00

Define and provide any costs for any additional services (such as an expedite option) offered by respondent:

We are able to rush all services by adding 20% to the above rates. Transcription and proofreading services are also offered at \$50.00/hour.



## CT18-0201F - Translation Services

# CITY OF TACOMA INSURANCE REQUIREMENTS

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The Contractor (Contractor) shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma (City) shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and /or prudent, maintain greater limits and/or broader coverage.

### 1. **GENERAL REQUIREMENTS**

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Policies of Insurance, *such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General liability or Excess Liability*, required under this Contract that name City as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Severability of Insureds", "Separation of Interest", or "Cross Liability" provision and a "Waiver of Subrogation" clause in favor of City.
- 1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.
- 1.6. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.7. Insurance policy(ies) shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.
- 1.8. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- 1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.
- 1.11. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City may, after giving five (5) business day notice to Contractor to correct the breach, immediately





## CT18-0201F - Translation Services

# CITY OF TACOMA INSURANCE REQUIREMENTS

terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

- 1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars (\$10,000) must be approved by City Risk Management Division.
- 1.13. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.14. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- 1.15. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City to Contractor.
- 1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.
- 1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver copies of any applicable Additional Insured, Waiver of Subrogation, and primary and non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.18. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## 2. **SUBCONTRACTORS**

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City's request.

## 3. **REQUIRED INSURANCE AND LIMITS**

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 3.1. **Commercial General Liability (CGL) Insurance**

The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:





## CT18-0201F - Translation Services

# CITY OF TACOMA INSURANCE REQUIREMENTS

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- 3.1.1 A per project aggregate policy limit.
- 3.1.2 Contractual Liability-Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
- 3.1.3 Abuse and Molestation with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This may be provided by separate coverage. If Abuse and Molestation coverage is provided on a "claims-made" basis, coverage must be maintained for not less than three years following the end of the contract. This may be done by policy renewals or an Extended Reporting Period Endorsement.
- 3.1.4 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

### 3.2 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

### 3.3 Employers' Liability (EL) (Stop-Gap) Insurance

Contractor shall maintain EL coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 3.4 Employee Theft (ET) Insurance

Contractor shall maintain an Employee Dishonesty policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include City as Loss Payee.

### 3.5 Cyber/Privacy and Security (CP&S) Insurance

Contractor shall maintain CP&S insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required law or contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

### 3.6 Media Liability (ML) Insurance

Contractor shall maintain ML coverage with limits not less than One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) aggregate. Coverage shall include but not be limited to defamation, disparagement, libel, slander, invasion of privacy, infringement of title,



## CT18-0201F - Translation Services

# CITY OF TACOMA INSURANCE REQUIREMENTS

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slogan, trademark, trade name, trade dress, service mark or service name, infringement of copyright and plagiarism.

### 3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City. The costs of such necessary and appropriate insurance coverage shall be borne by Contractor.

## 4. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## Certificate Of Completion

Envelope Id: B67DA23907534B2CA6505333DFE415EF

Status: Completed

Subject: CW2226293 - Exhibit C.pdf

Source Envelope:

Document Pages: 52

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Alex Clark

AutoNav: Enabled

733 MARKET ST

Envelopeld Stamping: Enabled

TACOMA, WA 98402

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

aclark3@ci.tacoma.wa.us

IP Address: 216.109.111.106

## Record Tracking

Status: Original

Holder: Alex Clark

Location: DocuSign

10/2/2018 8:31:24 AM

aclark3@ci.tacoma.wa.us

## Signer Events

Tim Bernal

tbernal@telelanguage.com

Project Manager

Telelanguage

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Tim Bernal*

78DA271C7510466...

Signature Adoption: Pre-selected Style

Using IP Address: 67.51.204.200

## Timestamp

Sent: 10/2/2018 8:32:43 AM

Viewed: 10/2/2018 11:07:00 AM

Signed: 10/2/2018 11:07:46 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:07:00 AM

ID: 800eff12-9608-4c70-b200-51013c650be3

Tadd Gregory Wille

tadd.wille@cityoftacoma.org

Assistant City Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Tadd Gregory Wille*

AEFCB3C56D4C473...

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.50.178

Sent: 10/2/2018 11:07:48 AM

Viewed: 10/2/2018 11:25:41 AM

Signed: 10/2/2018 11:26:03 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:25:41 AM

ID: e546e188-d2c4-45c0-a316-efbc31738eda

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

10/2/2018 11:07:48 AM

Certified Delivered

Security Checked

10/2/2018 11:25:41 AM

Signing Complete

Security Checked

10/2/2018 11:26:03 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/2/2018 11:26:03 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Tacoma (SAP) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

[charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

**AMENDMENT NO 1 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of October, 2020 ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and Telelanguage Inc (hereinafter called "CONTRACTOR").

**WHEREAS**, effective October 1, 2018, CITY and CONTRACTOR entered into a Contract ("Contract") for services and/or deliverables consisting of translation services as described in Exhibit A with a termination date of October 1, 2020 and a Not to Exceed Amount of \$200,000, and

**WHEREAS** the CITY and CONTRACTOR now desire to enter into Amendment No. 1 to the Contract for the purpose of extending the termination date from October 1, 2020 to October 1, 2021, and

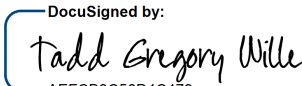
**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The termination date of the Contract is hereby extended from October 1, 2020 to October 1, 2021.
2. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

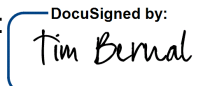
Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:

By:  DocuSigned by:  
Tadd Gregory Wille  
AEFCB3C56D4C473...

CONTRACTOR:

By:  DocuSigned by:  
Tim Bernal  
78DA271C7510466...

**(City of Tacoma use only - blank lines are intentional)**

Director of Finance: 

City Attorney (approved as to form): 

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



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

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

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

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

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

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

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

## Certificate Of Completion

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Status: Completed

Subject: CW2237814 - CW2237814\_Amend1\_081420\_csl.docx

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Tad Carlson

AutoNav: Enabled

733 MARKET ST

Envelopeld Stamping: Enabled

TACOMA, WA 98402

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tcarlson@cityoftacoma.org

IP Address: 216.109.110.11

## Record Tracking

Status: Original

Holder: Tad Carlson

Location: DocuSign

8/18/2020 10:37:46 AM

tcarlson@cityoftacoma.org

## Signer Events

Andrew Cherullo

ACherullo@cityoftacoma.org

Finance Director

Security Level: Email, Account Authentication  
(None)

## Signature



Signature Adoption: Drawn on Device  
Using IP Address: 165.225.50.166

## Timestamp

Sent: 8/18/2020 10:41:12 AM

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Signed: 8/18/2020 11:07:19 AM

## Electronic Record and Signature Disclosure:

Accepted: 12/17/2019 8:34:10 AM

ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Charles S Lee

Charles.Lee@cityoftacoma.org

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 104.129.198.139

Sent: 8/18/2020 10:41:11 AM

Viewed: 8/18/2020 11:07:36 AM

Signed: 8/18/2020 11:08:02 AM

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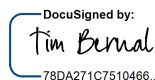
Tim Bernal

tbernal@telelanguage.com

Project Manager

Telelanguage

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
78DA271C7510466...

Signature Adoption: Pre-selected Style  
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Viewed: 8/18/2020 11:09:50 AM

Signed: 8/18/2020 11:10:01 AM

## Electronic Record and Signature Disclosure:

Accepted: 10/2/2018 11:07:00 AM

ID: 800eff12-9608-4c70-b200-51013c650be3

Tadd Gregory Wille

tadd.wille@cityoftacoma.org

Assistant City Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
AEFCB3C56D4C473...

Signature Adoption: Pre-selected Style  
Using IP Address: 104.129.198.150

Sent: 8/18/2020 11:10:02 AM

Viewed: 8/18/2020 12:44:40 PM

Signed: 8/18/2020 12:45:08 PM

## Electronic Record and Signature Disclosure:

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ID: 82f0cedc-5fef-4cde-9542-9b118b29865c

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Patsy Best pbest@cityoftacoma.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/18/2020 10:41:12 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2020 11:10:02 AM
Certified Delivered	Security Checked	8/18/2020 12:44:40 PM
Signing Complete	Security Checked	8/18/2020 12:45:08 PM
Completed	Security Checked	8/18/2020 12:45:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Tacoma (SAP):**

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**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

[charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

## **AMENDMENT NO 2 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of October, 2021 ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and Telanguage Inc (hereinafter called "CONTRACTOR").

**WHEREAS**, effective October 1, 2018, CITY and CONTRACTOR entered into a Contract ("Contract") for services and/or deliverables consisting of translation services as described in Exhibit A with a termination date of October 1, 2020 and a Not to Exceed Amount of \$200,000, and

**WHEREAS**, effective October 1, 2020, the CITY and CONTRACTOR amended the contract to extend termination date from October 1, 2020 to October 1, 2021, and

**WHEREAS** the CITY and CONTRACTOR now desire to enter into Amendment No. 2 to the Contract for the purpose of extending the termination date from October 1, 2021 to October 1, 2022, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

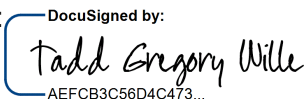
1. The termination date of the Contract is hereby extended from October 1, 2021 to October 1, 2022.
2. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

CITY OF TACOMA:

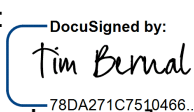
Signature:  AEFCB3C56D4C473...

Name: Tadd Gregory Wille

Title: Assistant City Manager

Date: 10/22/2021

CONTRACTOR:

Signature:  78DA271C7510466...


Name: Tim Bernal


Title: Account Executive

Date: 10/21/2021

(City of Tacoma use only - blank lines are intentional)

---

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Charles S Lee

Approved By:  Patsy Best

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

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

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

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

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

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

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



**Certificate Of Completion**

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Status: Completed

Subject: CW2246219 - CW2226293\_CW2237814\_Amendment\_02\_Telelanguage\_101221\_csl.docx

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tad Carlson

AutoNav: Enabled

733 MARKET ST

Enveloped Stamping: Enabled

TACOMA, WA 98402

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

tcarlson@cityoftacoma.org

IP Address: 216.109.110.11

**Record Tracking**

Status: Original

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tcarlson@cityoftacoma.org

**Signer Events**

Charles S Lee

Clee1@cityoftacoma.org

Security Level: Email, Account Authentication  
(None)**Signature**Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.57.115**Timestamp**

Sent: 10/20/2021 3:54:03 PM

Viewed: 10/20/2021 4:12:02 PM

Signed: 10/20/2021 4:12:32 PM

**Electronic Record and Signature Disclosure:**

Accepted: 10/20/2021 4:12:02 PM

ID: 8eaae3f6-8d9b-44c2-9a17-2a6122c4ea32

Patsy Best

pbest@cityoftacoma.org

Procurement and Payables Division Manager  
City of TacomaSecurity Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.55.105

Sent: 10/20/2021 3:54:02 PM

Viewed: 10/21/2021 12:21:48 PM

Signed: 10/21/2021 12:22:15 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Andrew Cherullo

ACherullo@cityoftacoma.org

Finance Director

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.55.97

Sent: 10/21/2021 12:22:16 PM

Viewed: 10/21/2021 1:34:00 PM

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**Electronic Record and Signature Disclosure:**

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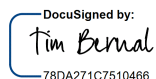
ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Tim Bernal

tbernal@telelanguage.com

Account Executive

Telelanguage

Security Level: Email, Account Authentication  
(None)  
DocuSigned by:  
78DA271C7510466...Signature Adoption: Pre-selected Style  
Using IP Address: 24.20.9.201

Sent: 10/21/2021 1:34:30 PM


Viewed: 10/21/2021 1:36:58 PM

Signed: 10/21/2021 1:37:05 PM

**Electronic Record and Signature Disclosure:**

Accepted: 10/2/2018 11:07:00 AM

ID: 800eff12-9608-4c70-b200-51013c650be3

Signer Events	Signature	Timestamp
Tadd Gregory Wille tadd.wille@cityoftacoma.org Assistant City Manager Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    AEFCB3C56D4C473... </div> Signature Adoption: Pre-selected Style Using IP Address: 73.254.44.177 Signed using mobile	Sent: 10/21/2021 1:37:07 PM Viewed: 10/22/2021 7:06:14 AM Signed: 10/22/2021 7:06:22 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/22/2021 7:06:14 AM ID: e548bace-726a-4531-ba55-900658a5769b		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2021 3:54:03 PM
Certified Delivered	Security Checked	10/22/2021 7:06:14 AM
Signing Complete	Security Checked	10/22/2021 7:06:22 AM
Completed	Security Checked	10/22/2021 7:06:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Tacoma (SAP) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

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[charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

### **AMENDMENT NO 3 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of October, 2022 ("Effective Date"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the "CITY") and Telanguage Inc (hereinafter called "CONTRACTOR").

**WHEREAS**, effective October 1, 2018, CITY and CONTRACTOR entered into a Contract ("Contract") for services and/or deliverables consisting of translation services as described in Exhibit A with a termination date of October 1, 2020 and a Not to Exceed Amount of \$200,000, and

**WHEREAS**, effective October 1, 2020, the CITY and CONTRACTOR entered into Amendment No. 1 to extend termination date from October 1, 2020 to October 1, 2021, and

**WHEREAS**, effective October 1, 2021, the CITY and CONTRACTOR entered into Amendment No. 2 to extend termination date from October 1, 2021 to October 1, 2022, and

**WHEREAS** the CITY and CONTRACTOR now desire to enter into Amendment No. 3 to extend the termination date from October 1, 2022 to October 1, 2023, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The termination date of the Contract is hereby extended from October 1, 2022 to October 1, 2023.
2. Vendor will no longer provide On-site services as originally outlined in RFP submission. Virtual meetings will be offered at the onsite rates as listed in original submission.
3. Virtual translation services are hereby added to this contract at the hourly rate of \$59.99 per hour with a minimum of one hour service.
4. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

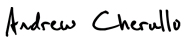
Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

CITY OF TACOMA:

Signature:

DocuSigned by:  
  
1FAFA3DA59164E0...

Name: Andrew Cherullo

Title: Finance Director

Date: 2/23/2023

CONTRACTOR:

Signature:


DocuSigned by:  
  
A1122C76DF28401...


Name: Chris Pesce


Title: Chief Financial officer

Date: 2/23/2023

**(City of Tacoma use only - blank lines are intentional)**

Director of Finance:  Andrew Cherullo

Deputy/City Attorney (approved as to form):  Charles S Lee

Approved By:  Patsy Best

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

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

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

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

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

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

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



**Certificate Of Completion**

Envelope Id: EEAA45DEB4ED4CD7A2695B6EFF15FD57

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Subject: CW2226293-City of Tacoma-Telelanguage-Amendment\_03

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

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Sara Bird

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TACOMA, WA 98402

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

sbird@cityoftacoma.org

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sbird@cityoftacoma.org

**Signer Events****Signature****Timestamp**

Patsy Best



Sent: 2/9/2023 11:15:35 AM

pbest@cityoftacoma.org

Resent: 2/17/2023 8:30:27 AM

Procurement and Payables Division Manager

Viewed: 2/22/2023 8:46:33 AM

City of Tacoma

Signed: 2/22/2023 8:48:08 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.55.105**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Charles S Lee



Sent: 2/22/2023 8:48:11 AM

Clee1@cityoftacoma.org

Viewed: 2/22/2023 9:28:10 AM

Deputy City Attorney

Signed: 2/22/2023 9:29:35 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.57.81**Electronic Record and Signature Disclosure:**

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ID: 317b40d8-56bd-4437-ba5b-4e436c8be931

Andrew Cherullo



Sent: 2/22/2023 9:29:39 AM

ACherullo@cityoftacoma.org

Viewed: 2/22/2023 9:53:19 AM

Finance Director

Signed: 2/22/2023 9:56:52 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.55.80**Electronic Record and Signature Disclosure:**

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ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Chris Pesce



Sent: 2/22/2023 9:56:55 AM

cpesce@propio-ls.com

Resent: 2/23/2023 9:51:16 AM

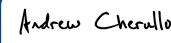
Chief Financial Officer

Viewed: 2/23/2023 9:52:16 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 23.228.174.241**Electronic Record and Signature Disclosure:**

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ID: 27aaf0ed-f7ac-4bed-aaa3-478ca371702d

Signer Events	Signature	Timestamp
Andrew Cherullo ACherullo@cityoftacoma.org Finance Director Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  1FAFA3DA59164E0...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 136.226.57.96</div>	Sent: 2/23/2023 9:52:39 AM Viewed: 2/23/2023 4:55:45 PM Signed: 2/23/2023 4:56:00 PM

**Electronic Record and Signature Disclosure:**  
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/17/2023 8:30:26 AM
Envelope Updated	Security Checked	2/17/2023 8:30:26 AM
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Envelope Updated	Security Checked	2/23/2023 9:51:15 AM
Envelope Updated	Security Checked	2/23/2023 9:51:15 AM
Certified Delivered	Security Checked	2/23/2023 4:55:45 PM
Signing Complete	Security Checked	2/23/2023 4:56:00 PM
Completed	Security Checked	2/23/2023 4:56:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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