

CITY OF LYNNWOOD

REQUEST FOR PROPOSALS

FOR INTERPRETER SERVICES

#P 00302

City of Lynnwood
Administrative Services Department
Purchasing and Contracts Division
PO Box 5008
Lynnwood, WA 98046-5008

Proposal Release Date: May 1, 2000
Proposal Due Date: May 16, 2000

INTRODUCTION

The City of Lynnwood seeks proposals from qualified vendors for Interpreter Services.

Description of City:

The City of Lynnwood is a growing, active and progressive City located in Snohomish County between Seattle and Everett. There are approximately 33,140 residents living in the City. The City employs approximately 418 employees to provide services of general government, public safety, public works, recreation and culture. Additional information about the City and the various Departments is available on the City Web site (www.ci.lynnwood.wa.us).

Background:

A number of City departments use interpretative services for a wide variety of languages. Currently, departments are each using different companies and approaches. The City desires to prepare a single contract to encompass the varied and complex needs of the Police, Parks and Recreation Departments under this umbrella contract. In addition, the City requires these services to competitively allow for the lowest costs with the best company for these services.

Total usage across City Departments is estimated to be between \$20,000 and \$30,000 annually.

The Municipal Court uses Interpreter Services for a wide variety of languages. Court certified Interpreters are sometimes required. However, currently about ninety (90) percent of language interpreting requests have been Russian, Spanish and Vietnamese. Ninety-nine (99) percent of the court's Interpreter Services requests are oral Interpretations requiring consecutive and simultaneous Interpreting. Lynnwood Municipal Court currently works with an Interpreter Services Company (*A & A Language Services*) for Interpreter needs.

The Police Department currently works with Snohomish Communications for Interpreting needs. Detectives need Interpreters for interviews during the day. The other need at any time of day or night is for the Patrol Officers. If they are out on a call and need access to a language bank, they generally need immediate access to three-way phone services. Up until most recently the Patrol Officers have had access to a phone service through Snocom. However, this has not been fully satisfactory because the Interpreters are sometimes unable to respond to the Police Department when they need Interpreters to testify in court.

The Parks and Recreation Department has many areas of special interpretative needs. The Cultural Arts Division currently has several private individuals that offer Interpretation services. The most prevalent need is sign language. This division currently sponsors current events for the public geared mainly towards the youth, adult and families. The events are currently Wonderstage, Fantastic Fridays and Shakespeare and additional events are being contemplated. These events need a Translation service in oral and/or sign language with experience in the theatre because of the facial expressions and the very fast pace. It also requires experience working with the different audiences because of the differences in the words and requirements of the audience. The entire show is narration and each show will possibly need two to four multiple Interpreters for each show. Most of the shows currently run one hour but the Shakespeare runs a full production of two to three hours. American Sign Language Translations are fast paced and must communicate a variety of expressions and feelings. The Cultural Arts Division also holds classes for youth and family with emphasis on art and special interest. Some of the other events will be literary or visual art or tour of all City facilities of public art. These are all non-theatre but lecture style events.

Youth Programs currently does not have a high need for Interpreter services. The need for these services has usually been fulfilled by contracting with different individuals on a case by case basis.

Purpose:

The purpose of this RFP is to establish a contract for Interpreter Services awarded for Citywide usage. The City of Lynnwood, through Title VI of the Civil Rights Act of 1964, RCW 74.04.025, other legal mandates and City policies, desires for all Departments to manage a more cost-effective, efficient method of providing quality, and improved accessibility to Interpreter Services for City clients and customers.

Multiple contract awards are not anticipated, but may be made as deemed necessary to assure availability of Interpreter Services.

Start-Date / Period of Performance:

The City requests Proposers to designate a start date. The City anticipates implementation could be by July 2000, and/or that the selected provide may require as much as a month for implementation and notice following award date before start-up would begin.

Prior to start-up, awarded Consultants must verify that Interpreters are certified Language Interpreter Services & Translations (LIST) and shall provide proof of insurance as required. A City business license is also required prior to services beginning, and information about business licenses is available by calling 425-670-6621.

The period of performance under this contract will be two years from date of signature effecting the contract. Two additional extensions of two years each will automatically occur unless notification of non-renewal is provided by either party, making the total contract term a maximum of six years.

Such extensions will be considered automatic, and a non-renewal notice will be required by either the City or the Consultant at least 90 days prior to contract renewal, to sever the extension.

Minimum Qualifications:

All companies must meet each of the following requirements.

- a. Must have experience in providing Interpreter Services for at least three (3) years, without interruption;
- b. The City requires all Interpreters to be licensed to provide Interpreter Services in the State of Washington;
- c. At least three (3) clients must be municipalities of a size equal or larger than Lynnwood.

Consultants who do not meet these minimum qualifications may be deemed non-responsive and may not receive further consideration.

Definitions:

Definitions used, and included, in this document for the purpose of this RFP include:

ASL: American Sign Language

City: The City of Lynnwood is the City issuing this RFP.

Client: The person(s), customers, requesting interpretation on behalf of the City.

Interpreter: For purposes of this RFP, Interpreter shall also include Translator, in order to make the RFP easier to read. . The two terms shall be interchangeable throughout the document.

Primary Language: The language identified by the client as the language in which he/she wishes to communicate. This is also referred to as the preferred language.

Service Response Time: For the purposes of this contract, if on-site services are requested, then the company must guarantee confirmation of request within twenty four (24) hours or better and must be able to be on-site within 24 hours or later if

requested. If 3-way phone services are required, then the phone translation services must be available within thirty (30) minutes, or better, of the request. All services must be available 24 hours a day, 7 days a week, 365 days a year.

Subcontractor: An individual, company, corporation, firm, or combination thereof with whom the Consultant develops sub-contracts.

Unbiased Language Services: Interpreter Services provided by Consultant and/or Consultant's employees or subcontractors to City Limited English Proficient clients, are independent of political, cultural, social, economic, personal, and any other bias. Providing unbiased language services to City clients is required of any agency or individual that contracts with City.

GENERAL INFORMATION

Communications with the City:

All communications regarding this proposal must be directed to the City's Buyer.

Mayvis Schwab, Buyer
PO Box 5008, Lynnwood WA 98046-5008
Phone: 425-670-6631
FAX: 425-778-5632
E-Mail: mschwab@ci.lynnwood.wa.us

If you are not able to reach the Buyer and the matter is urgent, contact:

Nancy Locke, Purchasing Manager
PO Box 5008, Lynnwood WA 98046-5008
Phone: 425-670-6602
FAX: 425-778-5632
E-Mail: nlocke@ci.lynnwood.wa.us

Communications Prior To Proposal Submittals may be made directly to City Purchasing. The City may respond immediately, or may save inquiries to be presented at the Pre-Proposal Conference depending on the nature of the communication, to insure all vendors receive the same information.

Following Proposal Submittals, the City will not accept calls regarding proposals. Interested vendors may access the City Web Site to determine status information, obtain the list of firms that submitted proposals, and to confirm the anticipated award. The City will contact Proposers after Proposal, as needed to provide a fair and comprehensive review of all proposals.

Failure to comply with these restrictions may cause rejection of the proposal.

Unless authorized by the City Purchasing Manager, no other City official or employee can speak for the City regarding this Request. The City is not bound by information, clarification, or interpretations from other City officials or employees. Proposers should not contact City officials or employees, other than the City Purchasing Manager or designee. Failure to observe this requirement may be grounds for rejection of the Proposal.

Pre-Proposal Conference:

An optional Pre-Proposal Conference will be held at the City of Lynnwood Conference Room #1 **on May 9, 2000 at 2:00 p.m., located at 19100 44th Ave W. Lynnwood.** Attendance at the conference is optional. Failure to attend will not preclude submitting a Proposal.

Note: Assistance for the disabled, blind or hearing impaired persons who wish to attend is available with pre-arrangement with the City by contacting, Mayvis Schwab, at 425-670-6631 or e-mail mschwab@ci.lynnwood.wa.us.

The purpose of the Pre-Proposal Conference is to provide an opportunity to obtain additional information or clarifications of the RFP. Proposers are encouraged to submit questions, comments and requests in writing to the City Buyer prior to the conference.

Proposal and Award Schedule:

Proposal Release Date:	May 1, 2000
Optional Pre-Proposal Conference	May 9, 2000 (2:00 p.m.)
Proposals Due:	May 16, 2000
Tentative Interviews Week:	May 22, 2000
Council Award Date:	June 26, 2000
Service Start-Up Date:	As determined per contract
Notification of Award	City web site at www.ci.lynnwood.wa.us

Organization and Copies:

Proposals must include the information requested and the Submittal Form. To facilitate evaluation, proposals should be organized in the order requested.

Copies: The City desires seven (7) copies of their proposal. If this is not practical (for example, e-mail submittal or fax submittal or is otherwise not practical for the Proposer), Proposers may opt to provide only one copy. The Proposals should be prepared on standard 8.5x11 paper, and bound as appropriate to the method of transmission. Fold out charts, tables and spreadsheets are acceptable.

Presentation: Proposers are advised that the City ability to conduct a thorough evaluation of proposals is dependent on the Proposers ability and willingness to submit proposals which are well ordered, detailed, and comprehensive and readable. Clarity of language and adequate, accessible documentation is essential and is the Proposers responsibility. City evaluators will not assume features or advantages that are not clearly communicated.

Delivery of Proposals:

Deliver Proposals as specified below by **2:00 p.m. on May 16, 2000**. Late Proposals shall not be accepted except at the sole discretion of the City Purchasing Manager in the best interest of the City. Regardless of transmission method, all proposals will be handled in a sealed manner and will not be opened, except as required to confirm proper receipt of the documents.

Submit proposals to:

**Mayvis Schwab
Purchasing and Contracts Division
City of Lynnwood
PO Box 5008
Lynnwood, WA 98046**

Mail: Proposals may be mailed to the above address.

Hand Delivery: Hand Deliveries should be brought to the Lynnwood/Mountlake Terrace Public Works Facility (6204 215th St SW, Mountlake Terrace, 98043) by 2:00 p.m. on May 16, 2000. This facility is NOT located at the City of Lynnwood City Hall. Directions are available on the City WEB page (www.ci.lynnwood.wa.us) or call 425-775-1971.

FAX: FAX to 425-778-5632

If faxing, the City recommends a 10:00 am delivery, to assure that the FAX is received properly. You may call 425-670-6631 to confirm proper receipt. If unavailable, additional staff may be able to assist you (670-6601 or 670-6602 or 670-6279).

E-Mail: mschwab@ci.lynnwood.wa.us

If e-mail, the City recommends a 10:00 am delivery to assure proper transmission. The City uses a Windows, MS Word environment. You may call Mayvis Schwab at 425-670-6631 to confirm receipt.

Consultants should allow additional time for delivery to ensure timely receipt by the City. Consultants assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Late Proposals will not be accepted and shall be disqualified from further consideration. All Proposals and any accompanying documentation become the property of the City and will not be returned.

Responsible Proposer Criteria:

The City shall consider only responsible companies. Responsible companies are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references, and any information submitted or otherwise obtained by the City to make this determination. No contract will be awarded to a Consultant if the owner has been convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment lien.

Late Proposals and Modifications:

Any modifications or late Proposals received after the time of opening will not be accepted.

Rejection of Proposals:

The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

Incurred Costs:

The City of Lynnwood will not be liable in any way for any costs incurred by respondents.

Withdrawal of Proposals:

Any Proposal may be withdrawn, either personally or by a written, faxed or e-mailed request, at any time, prior to the time set for the deadline of Proposal.

Alteration of Proposals:

A Proposal that is in the possession of the City may be altered, if alteration is received prior to the Proposal deadline. Such alterations need to be signed by the person authorized for bidding on behalf of the firm.

Taxes:

Prices quoted shall show, as a separate entry, the total dollar amount before Washington State Sales Tax is applied. The City of Lynnwood reserves the right to remit sales tax at the Lynnwood rate directly to State of Washington, Department of Revenue. EXCLUDE Federal Excise Tax and supply exemption certificate when necessary.

Business License:

Vendors who are awarded a City of Lynnwood contract, must possess a City of Lynnwood business license pursuant to City Ordinance LMC 5.06.01B, and 5.06.04B, and may pursue a license upon notice of award. A license must be obtained prior to beginning work. Vendors may contact the City at 425-670-6621 for additional information.

Revisions to the RFP:

The City reserves the right to revise the RFP and/or to issue addenda to the RFP. For this purpose, the published questions and answers from the Pre-Proposal conference and other pertinent information shall be provided as an addendum to the RFP. The City also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP.

Addenda:

The City may issue addendum. It is the responsibility of the interested bidder to obtain addendum. These will be posted on the City Web Site. The City will also mail addendum

to those that have requested to be added to the mailing list. The City shall receive all offers as having considered all addenda published by the City.

Acceptance Period:

Proposals must be valid until City Council award is complete or the City retains the right to reject the Proposal as non-responsive.

Most Favorable Terms:

The City reserves the right to make an award without further discussion of the Proposals. An exception is that the City may contact the Consultant for clarification of a portion of the Consultant's Proposal. Therefore, the Proposals should be initially the most favorable terms, which the Consultant can propose. There will be no best and final offer process. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from the RFP. Contract negotiations may incorporate some of all of the Consultant's Proposal. It is understood that the Proposal will become a part of the official file on this matter without obligation to the City.

Obligation to Contract:

This RFP does not obligate the City to contract for services specified herein.

Commitment of Funds:

The Mayor of the City, her delegate or the City Council are the only individuals who may legally commit the City to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Rejection of Proposals:

The City of Lynnwood reserves the right to reject any and all Proposals at its sole discretion, and to waive any informality in Proposals received. The City reserves the right to consider all information, whether submitted or otherwise, to determine responsibility of the Proposer. Any Proposal that does not reasonably comply with the instructions or Proposal may be rejected as an incomplete Proposal, and may be declared unresponsive. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

Proposal Award:

The City will award to the most responsive and responsible Proposer(s) that best meets the needs of the City, and whose proposal is in the best financial interest of the City, all costs considered. The City reserves the right to withhold award based on the requirements of the City. All proposals must be honored and valid until Award action is complete.

Interpretation of Documents:

Verbal interpretations or verbal communications by the City will not be binding upon the City of Lynnwood. Requests for an interpretation shall be made to the City Purchasing Manager. Any binding interpretation that is deemed necessary by the City will be in the form of an addendum to the documents. Such addendum will be sent as promptly as is practical to all whom requested Proposal documents. All such addenda shall become part of the specifications. Proposers who specifically withdraw from the process verbally or in writing, will not receive addenda, and are responsible for seeking addenda.

Examination of Proposal Request and Contract Documents:

The submission of a Proposal shall constitute an acknowledgment upon which the City of Lynnwood may rely, that the Proposer has thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided. Failure or neglect of a submitter to examine such documents, work site(s), statutes, regulations, ordinances or resolutions, shall in no way relieve the submitter from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same. A

signed purchase order or contract furnished to the successful offer results in a binding contract without further action by either party.

Non Collusion:

Proposal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Offeror has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Non-Segregated Facilities:

Proposal of an offer is agreement that the company does not maintain or provide for employees any segregated facilities, and that the offeror does not allow employees to perform services at any such facility. Offerors agree that a breach of this shall constitute a contract violation.

Corporate Principal:

Offers shall be submitted by an individual who is named in the business to have such authority, according to the business governing body and by-laws.

Errors and Omissions:

The City will not consider a claim of an error in an offer, unless the claim is presented in writing within 24 hours (or the next working day) after the offers are received. Additionally, the vendor claiming error must present supporting evidence, including but not limited to, cost breakdown sheets, no later than 48 hours (or two working days) after the offers are received.

Public Information:

Proposals will be considered public information once an award is made. Only under limited circumstances can information be considered proprietary. In no case can the entire document be considered proprietary. It is the City's policy to make documents that are subject to public disclosure, available for review upon award. The City policy is to retain without disclosure all documents received until award is made and while the City is utilizing those documents for negotiations and/or considerations in order to assure that such disclosures will not affect profit or loss to the City.

Proprietary Material:

Proposers shall clearly mark any proprietary information with the words "Proprietary Information." Proposal Offer Forms and any other Proposal Forms can not be declared proprietary. Marking all or nearly all of the Proposal as proprietary may result in rejection of the Proposal. Proposers should be aware that the City is required by law to make records available for public inspection, with certain exceptions (see RCW Chapter 42.17). It is the City's belief that this legal obligation would not require the disclosure of proprietary description information that contains valuable drawings, designs or formulas. However, the Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation or any liability to the Proposer in the event that the City must disclose these materials.

Insurance:

The General Terms and Conditions, and the Sample Contract, specify insurance requirements, if not otherwise stated in the instructions to Proposers.

Contract Negotiations:

The City of Lynnwood reserves the right to negotiate with the apparent successful Proposer, to ensure that the best possible consideration is afforded to the needs of the City. During review of the most favorable, apparent successful Proposal, the City may request, and the Proposer may accept, modifications to improve the Proposal further, in the best interest of the City. Negotiations will only be used to improve the proposal of the named apparent successful Proposer in the best interest of the City.

Gifts/Gratuities:

The enclosed Terms and Conditions include a statement regarding gifts and gratuities, which is applicable throughout the solicitation and award process. Please review these requirements. Further, the City adheres to the NAPM Ethics Code, as well as the City Ethics Ordinance and related RCW. Proposers are therefore cautioned to refrain from any activity, gifts, gratuities or other actions that may provide an appearance of influence or conflict of interest. Such conditions will be grounds for rejecting the Proposal.

SPECIFICATIONS:

This contract will encompass all interpretative services needs by the City of Lynnwood. Primary users will be the Parks and Recreation, Police, and the Municipal Court Departments, however participation in the contract shall be made available to all Departments. The contract will be made available to other jurisdictions that enjoy a Purchasing Partnership through an Interlocal Agreement with the City of Lynnwood.

AVAILABILITY & RESPONSE TIME:

The City requires confirmation of requests for on-site services to be made within twenty-four (24) hours or better and must be able to be on-site within 24 hours or later if requested. If 3-way phone services are required, then the phone translation services must be available within thirty (30) minutes, or better, of the request. All services must be available 24 hours a day, 7 days a week, 365 days a year.

Most City services are provided by appointment and Interpreter Services are coordinated in advance.

PHONE SERVICES:

Consultant must offer three-way phone interpreting services if an on-site Interpreter is not available, and/or as the City determines it is appropriate. The City shall ultimately determine the appropriateness of the service mode for Interpreter availability especially where previously documented concerns are involved;

SPECIFIED LANGUAGES:

Companies must provide coverage in all languages and, if deemed appropriate by the department, telephone Interpreter Services (in house or via "Language Lines").

CANCELLATIONS:

The City reserves the right to cancel Interpreter appointments within twenty-four (24) hours of their scheduled time without penalty or charge;

ADDING LANGUAGES:

Consultant shall track language trends to identify languages needing additional recruitment. This is especially crucial where Interpreter availability is low, and where three-way phone interpreting is the only available mode to provide Interpreter Services;

CERTIFICATIONS:

Consultant shall ensure all Interpreters providing service under this contract are certified, authorized, or qualified; receive the appropriate training or education; meet state and City safety requirements (TB Screening, Airborne Pathogens orientation, etc.); and comply with the Code of Professional Conduct;

ADMINISTRATIVE MEETINGS:

City personnel may request regular meetings with Consultant to review contract compliance, service performance and to assist them as necessary. Much of this assistance shall evolve from user and Consultant(s) feedback;

LISTING:

Consultant(s) shall maintain and make available to City or designated agent a list of Interpreters employed/contracted to provide services;

ORIENTATION:

Companies shall conduct Orientation for all Interpreters prior to their providing services for City clients. The orientation shall consist of Codes of Professional Conduct and Confidentiality for Interpreters; legal requirements for providing Interpreter Services; the role of the Interpreter in working with City of Lynnwood clients; specific requirements

covered under this contract; and an overview of the billing and record keeping requirements process; and contractual requirements;

PHOTO IDENTIFICATION:

Photo identification shall be visible at all times, by Interpreters, whenever serving City clients/customers;

STANDARDS:

Interpreters shall be provided with effective communications as established by the Civil Rights Act of 1964

Client Notice: clients shall be notified that Interpreter Services are available on behalf of the City and are at no cost to clients;

PAYMENT:

Consultant shall direct all bills directly to the City Accounts Payable Division on behalf of the Interpreters; Consultant shall not bill the City for Interpreter/Translation Services provided to the Interpreter's own family members; Consultant(s) shall not accept any compensation from clients or others on behalf of clients;

Interpreters may, with client written consent, share information from the client's records only with appropriate authorized City personnel working on the client's behalf and Interpreters must ensure that this shared information is similarly safeguarded;

Consultant shall not determine the need for Interpreter Services for the City;

Consultant shall not market Interpreter Services to the City;

Consultant shall not arrange services for clients in order to create business;

Consultant shall not contact the client other than at the request of the City;

Consultant shall not provide transportation for the client to, or from, appointments;

Consultant shall not require a City client to obtain Interpreter Services exclusive of other Interpreters or Consultants holding valid contracts with the City;

NO DENIAL OF SERVICES ALLOWED:

Consultant shall not deny the City for any services the City deems appropriate (example; domestic violence services, child/adult protection services, etc.);

ACCURACY AND COMPLETENESS:

Interpreters shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message;

CULTURAL SENSITIVITY – COURTESY:

Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve;

CONFIDENTIALITY:

Interpreters shall not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials;

DISCLOSURE:

Interpreters shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential;

COMPENSATION:

The fee schedule agreed to between the contracted language services providers and the department shall be the maximum compensation accepted. Interpreters shall not accept additional money, considerations, or favors for services reimbursed by the department. Interpreters shall not use for private or others gain or advantage, the department time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions;

NON-DISCRIMINATION:

Interpreters shall always be neutral, impartial and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political, or sexual orientation. If Interpreters are unable to ethically perform in a given situation the Interpreters shall refuse or withdraw from the assignment without threat or retaliation;

SELF-REPRESENTATION:

Interpreters shall accurately and completely represent their certifications, training, and experience;

ACCREDITATION:

The Interpreter shall only interpret for the language(s) for which he is authorized and certified to interpret;

IMPARTIALITY – CONFLICT OF INTEREST:

Interpreters shall disclose any real or perceived conflict or interest which would affect their objectively in the delivery of service. Providing interpreting services for family members or friends may violate the individuals right to confidentiality, or constitute a conflict of interest;

PROFESSIONAL Demeanor:

Interpreters shall be punctual, prepared, and dressed in a manner appropriate and not distracting for the situation;

SCOPE OF PRACTICE:

Interpreters shall not counsel, refer, give advice, or express personal opinions, to individuals for whom they are interpreting, or engage in any other activities, which may be construed to constitute a service other than interpreting. Interpreters are prohibited to have unsupervised access to clients, including but not limited to phoning clients directly;

REPORTING OBSTACLES TO PRACTICE:

Interpreters shall assess at all times their ability to Interpret. Should Interpreters have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation. Interpreter may remain until more appropriate Interpreters can be secured;

ETHICAL VIOLATIONS:

Interpreters shall immediately withdraw from encounters they perceive as violations of the Professional Conduct Code. Any violation of the Code of Professional Conduct may cause termination of the contract;

PROFESSIONAL DEVELOPMENT:

Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields;

PROFESSIONAL COURTESY:

The Interpreter shall provide excellent customer service. Interpreter shall maintain a professional demeanor, be courteous and use the tone of voice appropriate to the situation. Interpreter shall defer to instructions from clients;

HIGH STANDARDS OF CONDUCT:

Interpreter shall act at all times in accordance with the standards of conduct and decorum appropriate to their profession;

SMOKING IN CITY FACILITIES:

Pursuant to RCW 70.160.030, no person may smoke in a public place except in designated smoking areas. All City facilities are non-smoking facilities; therefore, Consultant and/or Consultant's representative(s) shall not smoke in City facilities.

FINANCIAL STATEMENT:

Companies may be required to submit a financial statement that has been audited within the past 12 months, or financial statements written for the most recent 24 months.

SUBMITTAL

**Please provide 7 copies of your submittal as practicable, and
bind if appropriate.**

Please note that failure to provide 7 copies will not result in rejection of the bid.

All submittals will be considered valid, sealed offers submitted on behalf of the named company.

Submittal Form

Statement of Business Responsibility

Please submit the following information on this form or in a similar format.

Firm Name _____

Firm Address _____

Contact Name _____

Contact Telephone _____

Contact Fax _____

Contact E-Mail _____

1. Business Classification (check or specify all that apply):

- ☐ Individual
☐ Partnership
☐ Corporation
☐ Women or Minority Owned:

2. FID/SSN: _____

3. Name of Owner: _____

4. Does bidder maintain insurance in amounts specified by the City contract:

*General Liability insurance of at least \$1,000,000 per occurrence;
\$1,000,000 aggregate, Combined Single Limit (CSL);
Automobile liability of at least \$1,000,000 per accident CSL*

Yes: _____ No: _____ If no, describe differences: _____

5. Are there claims that are pending against this insurance policy? Yes: _____

No: _____ If yes, describe: _____

6. During the past five years, has the Consultant been involved in any bond forfeiture, litigation or claims that exceed 10% of the project value? If yes, please attach an explanation.

Yes: _____ No: _____

7. Has company been in bankruptcy, reorganization or receivership in the last five years?

Yes: _____ No: _____

8. Has company been disqualified by any public agency from participation in public contracts?

Yes: _____ No: _____

9. Is the company licensed for doing business in Washington? Yes: _____ No: _____

Submittal Form (Continued)

10. Does each Interpreter agree to submit to Background Investigation?
Yes: _____ No: _____
11. Is there sufficient staff available for the minimum service response requirements, including full-time, 24 hour a day, 365-day response, with confirmation within 30 minutes of service request?
Yes: _____ No: _____
12. Are all responses, regardless of time, within 30 minutes to the designated location?
Yes: _____ No: _____ If no, attach explanation.
13. Is your Firm prepared to start work on July 1, 2000? Yes: _____ No: _____
If no, state when the firm is prepared to begin work: _____

Submittal Form (Continued)

Cost Statement

Please submit the following information on this form or in a similar format.

On-Site:

Specify	Hourly Rate	Billing Time Begins And Ends
Regular Business Hours From 8-5	_____	_____
Overtime	_____	_____
Evenings	_____	_____
Weekends	_____	_____
Emergencies	_____	_____
Multiple Interpreters	_____	_____
Other	_____	_____
Other	_____	_____
Minimum Charge	_____	_____
Billing Increments	_____	_____

Three-Way Telephone AUTOMATED:

Specify	Hourly Rate	Billing Time Begins And Ends
Regular Business Hours From 8-5	_____	_____
Overtime	_____	_____
Evenings	_____	_____
Weekends	_____	_____
Other	_____	_____
Other	_____	_____
Minimum Charge	_____	_____
Billing Increments	_____	_____

Submittal Form (Continued)

Three-Way Telephone OPERATOR ASSISTANCE:

Specify	Hourly Rate	Billing Time Begins And Ends
Regular Business Hours From 8-5	_____	_____
Overtime	_____	_____
Evenings	_____	_____
Weekends	_____	_____
Other	_____	_____
Other	_____	_____
Minimum Charge	_____	_____
Billing Increments	_____	_____

Travel:

Specify	Hourly Rate	Billing Time Begins And Ends
Regular Business Hours From 8-5	_____	_____
Overtime	_____	_____
Evenings	_____	_____
Weekends	_____	_____
Emergencies	_____	_____
Other	_____	_____
Other	_____	_____
Minimum Charge	_____	_____
Billing Increments	_____	_____

Additional Charges:

Specify any additional charges that are not included otherwise, such as phone costs, copy of document costs, mileage, cancellations, translators, etc.

Narrative Submittal

1. Company Experience

- Provide a narrative description of the company
- Describe the general experience and specialties of the company

2. Accessibility and Responsiveness

- Identify the accessibility of the proposed Interpreters, and the response time that the individuals offer.
- Specifically detail how long your response time is for routine and non-routine requests.
- Describe availability, response time, 24-hour accessibility, availability to testify in court, and lead-time required for services.
- Describe how fast non-routine, emergency response would be available, 24 hours a day.

3. Office Support Services

- Identify all office support services, including a count and description of office administrative staff. This is to allow the City to evaluate the ability of the Firm to answer phone calls, e-mails and faxes, respond to inquiries, handle routine questions and matters, schedule meetings, and such related services.

4. Subcontractor Information

- In the event the Consultant intends to subcontract, the prime Consultant shall submit the identifying information and the experience for each proposed subcontractor.

5. Qualifications

1. List all languages you currently include in your portfolio;
2. Identify Interpreters assigned to this contract, including languages and qualifications and their availability. Provide resumes that include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
3. Indicate experience of the identified staff in the following environments. Provide specific examples or clients that the interpretator has worked with in each of the following, and specify the hours spent and/or the duration of time within these environments:
 - Municipal Court
 - Police
 - Theatre
 - Working with families
 - Working with children
 - Working with adults
 - ASL
4. List contracts held with government jurisdictions. Include contract reference, period of services, contact persons and their e-mail address and the telephone number.
5. Describe training and enforcement provided to Interpreters regarding:
 - State Ethics Law, RCW 42.52
 - Drug Free Workplace
 - Confidentiality
 - Sexual Harassment
 - Professional Conduct
6. Describe how you would respond to the following:
 - No show by the Interpreter for the City of Lynnwood;

- A wrong language requested for phone and/or on-site;
- Advertise the need for additional languages and how the City shall be informed of the addition;
- Monitor calls for quality and if one person is having trouble hearing another;
- Record calls;
- Identify a language;
- How you introduce and facilitate phone Interpreter requests;
- Describe how you perform your testing of Interpreters

6. Exceptions

Identify any exceptions to the specifications, terms or conditions

EVALUATION AND AWARD

Evaluation Scoring:

For selection of the finalist vendor(s), the written proposals shall be considered as following:

Written Proposals Including Proposal Format	10%
Technical Proposal	30%
Understanding of project requirements	
Proposed project approach & methodology	
Quality of work plan	
Management Proposal	30%
Project Team Structure/Internal Controls	
Degree of firm's relevant experience	
with projects of similar complexity & type	
Vendor/Staff qualifications & experience	
References	
Cost Proposal	30%
Total available score:	<u>100%</u>

The City shall conduct reference checks as needed to evaluate proposals.

The City may interview finalists.

The contract shall be presented to City Council for final approval and award.

References:

The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City may also contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Proposer.

Multiple Award:

Multiple contract awards may be made as deemed necessary to assure availability of Interpreter Services.

Protests:

Interested Proposers may submit protest to conditions that are stated in this RFP. There are deadlines for protest submittal, including an initial deadline for protest of conditions stated within this RFP or of actions taken in relation to this request prior to the submittal deadline. For a copy of the protest policies, please contact the Buyer or access the Web Site.

SAMPLE

PROFESSIONAL SERVICES CONTRACT

CONTRACT NUMBER: _____

City of Lynnwood Contract Title: Interpreter Services

This Contract, dated as of _____, 1999, is made and entered into by and between the City of Lynnwood ("Lynnwood") and _____ ("Consultant").

Consultant Business:
Consultant Address:
Consultant Phone:
Consultant Fax:
Contact Name:
Consultant e-mail:

WHEREAS, the purpose of this contract is: to provide language Interpreter services for City Departments; and

WHEREAS, this Consultant was selected using a competitive proposal process; and

WHEREAS, funds for this purpose are authorized through the annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, the City and the Consultant mutually agree as follows:

I. TERM OF CONTRACT

The term of this Contract shall commence on the date of execution (date of last signature) by the parties to this Contract and shall terminate no later than _____.

II. TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the Scope of Work, upon receipt of written notice from the City to proceed. The work shall proceed and be completed according to the time scheduled contained in this Contract.

Established completion times shall not be extended because of any unwarranted delays for which the Consultant is responsible, but may be extended by the City because of delays caused by governmental action or other conditions beyond the control of the Consultant. During the progress of the Consultant's work, the Consultant may adjust the work force to meet the schedule; but time adjustments may be made only upon prior written approval by the City.

Delays significantly affecting the completion of the work within the time specified for the completion, attributable to any cause by the parties hereto, shall be considered as cause for the termination of this Contract by the other party.

Work shall be considered completed when the City acknowledges so in writing.

III. SCOPE OF WORK

See attached "Scope of Work."

Work under this Contract shall, at all times, be subject to review and examination by the City and shall be subject to its approval. The Consultant shall periodically confer with the City periodically, during the course of work, and shall be subject to the direct administration of the City. The Consultant shall prepare and present information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City to determine the adequacy of the work as it progresses or to determine the Consultant's progress.

The making of (or failure or delay in making) such examination shall not relieve Consultant of responsibility for performance of Services in accordance with this Agreement, notwithstanding Lynnwood's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide Lynnwood sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

IV: COMPENSATION.

As full compensation for satisfactory performance of the Services, Lynnwood shall pay Consultant an amount not to exceed \$ _____. Such payment shall be full compensation for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all the work.

Except as otherwise agreed, Consultant shall submit a monthly invoice for the compensation payable under this Agreement for Services performed during the preceding period. Invoice shall provide a detailed description of the Services performed during the month, the number of hours spent performing such services, and any reimbursable costs and expenses incurred in connection with such Services.

Any additional service(s) provided by the Consultant must have prior written approval of Lynnwood. Pricing Adjustments shall be made only as specified in the attachments, or if otherwise not stated, according to the Terms and Conditions.

Invoices shall be submitted to the following address:

The City of Lynnwood
PO Box 5008
Lynnwood, WA 98046-5008
Attention: Accounts Payable/Julie Stanhope

Questions regarding invoices or payment contact Julie Stanhope (425-670-6672).

VII. RECORD- KEEPING

Consultant shall promptly furnish such information related to the Agreement as requested by the City. Until the expiration of twelve months after final payment of the compensation payable under this Agreement, Consultant shall provide Lynnwood prompt access to (and Lynnwood shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records which are related to the Services or this Agreement.

VIII. PROPERTY AND CONFIDENTIAL INFORMATION

Consultant shall not, without the prior written consent of Lynnwood, disclose to third parties any information received in connection with the Services unless:

- the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- the information is in the public domain at the time of disclosure by Consultant; or
- the information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

VIII. RELEASES, INDEMNITY, HOLD HARMLESS

The Consultant releases and shall defend, indemnify, and hold harmless Lynnwood from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:

- any fault, negligence, strict liability or product liability of the Consultant in connection with the Services of this Agreement;
- any lien asserted upon any property of Lynnwood in connection with the Services or this Agreement;
- any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
- any breach of or default under this Agreement by Consultant.

As permitted by applicable law, this shall apply. However, this shall not require Consultant to indemnify Lynnwood against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Lynnwood. Further, in the case of concurrent negligence of Consultant on the one hand and Lynnwood on the other hand, Consultant shall be required to indemnify Lynnwood only to the extent of the negligence of the Consultant.

Consultant releases and shall defend, indemnify and hold harmless Lynnwood from and against all claims, cost, liabilities, damages, expenses (including, but not limited to reasonable attorneys' fees), and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property right by any Services. Further, if any Services infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right, Consultant shall either:

- procure for Lynnwood the right to use such Services; or
- modify such Services so that they no longer infringe or misappropriate any such right.

X. INSURANCE

A. Worker's Compensation and Employer's Liability Coverage: coverage or insurance in accordance with the applicable laws related to worker's compensation, and employer's liability insurance with limits no less than \$1,000,000 including \$1,000,000 for bodily injury by Accident, each accident; and \$1,000,000 bodily injury by disease, each employee; and \$1,000,000 bodily injury, policy limit (including but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. In case of subcontracted work, the Consultant shall require each subcontractor to provide Worker's Compensation insurance for their employees unless the Consultant covers such employees.

B. Consultant's Liability & Property Damage Insurance:

1. The Consultant shall procure and maintain during the life of this Contract and during performance of these services, Commercial General Liability, and Automobile Liability Insurance, to protect the City and the Consultant from and against all claims, damages, losses

and expenses arising out or resulting from the performance of these services, as detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

2. The insurance policies shall include the City as Additional Named Insured on a Primary Basis, and shall include others if required by the Contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the City through certified mail.
3. A Certificate of Insurance Including the Additional Named Insured Endorsement, shall be filed with the City after award but prior to execution of the contract, for a primary policy of commercial general liability insurance, meeting the requirements set forth herein. This Certificate shall be subject to approval by the City as to company, terms and coverage. Failure of the Consultant to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same.
4. The Consultant shall not begin work under this Contract until all required insurance has been obtained and until such insurance has been approved by the City, nor shall the Consultant allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Said insurance shall provide coverage to the Consultant, any subcontractor performing work provided by this Contract, and the City. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Consultant or the subcontract, or by anyone directly or indirectly involved or employed by either of them.
5. Approval of the insurance by the City shall not relieve or decrease the liability of the Consultant for any damages arising from Consultant's performance of the Work.
6. Insurance shall provide, at a minimum, the types of insurance coverage, liability limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage's listed below shall protect the Consultant and the City from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Consultant's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance shall include:

Premises & Operations;
Owners and Consultants Protective;
Products Liability including completed Operations Coverage;
Contractual Liability;
Broad Form Property Damage;
Commercial Form (to include Extended Bodily Injury)
Employees as Additional Insured;
Explosion, Collapse & Underground Hazard;
Independent Consultants;
Personal Injury;
Stop Gap;
Cross Liability Clause.

Umbrella Liability Insurance in the amounts specified.

Professional Liability Insurance including Errors and Omissions as appropriate to the services performed;

Automobile Bodily Injury and Property Damage Insurance sufficient to cover any driving that is directly required for the performance of the stated work.

7. Liability Limits:

General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate;

Umbrella Liability Insurance shall be written on a following form basis with limits of, in no case less than, \$2,000,000.

Professional Liability Insurance including Errors and Omissions shall be written on a following form basis with limits of in no case less than \$1,000,000;

Automobile Insurance shall be at the level approved by the City.

8. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from operations under this Contract.
9. The coverage's provided by the General Liability and the Automobile Liability are primary to any insurance maintained by the City.
10. Special Provisions – Endorsements for Additional Insured: The City of Lynnwood shall be named as Primary Additional Insured for General Liability and Automobile Liability.
11. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.
12. The Certificate of Insurance (ACCORD Form 25-S) shall be amended as follows: The cancellation clause shall be revised to read: *Should any of the above described policies be cancelled, changed or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the certificate holder named at the left.*
13. There shall be included in the general liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."
14. Such insurance shall be maintained as required above, and any additional coverage's and limits as the City may from time to time specify to protect the City, its successor and assigns from any claims, losses harm, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability elated to the services performed.
15. Failure to comply with provisions contained herein shall not waive the responsibility of the Consultant to provide the required protection.

XIII MISCELLANEOUS

- A. Communications: All notices and other material to be delivered hereunder shall in writing and shall be delivered or mailed to the following:

City of Lynnwood
Purchasing Manager
P.O. Box 5008
Lynnwood, WA 98046-5008

E-Mail: nlocke@ci.lynnwood.wa.us

Fax: 425-778-5632

Communications to the City regarding the project work should be directed to the Project Manager:

Project Manager:

Address:

Phone:

E-Mail:

Fax:

- B. The obligation of Consultant under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- C. The rights and remedies of Lynnwood or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to Lynnwood or the Consultant by any other provision of this Agreement or by law.
- D. This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- E. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are for convenience or reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.
- F. Attorney Fees: The prevailing party in any action shall be entitled to reasonable attorney fees and court costs.

I. GENERAL TERMS AND CONDITIONS

See attached "General Contract Terms and Conditions".

This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington.

CITY OF LYNNWOOD:

CONSULTANT:

By _____
Tina Roberts, Mayor
Date: _____

ATTEST:

By _____
Mike Bailey, Finance Director
Date: _____

(Name of Consultant)

Printed Name: _____

Title: _____

Date: _____

Federal Employee ID No.: _____

VIII. GENERAL CONTRACT TERMS AND CONDITIONS

These terms and conditions are hereby a part of the conditions agreed to by the Consultant upon Offer.

1. **Entire Contract:** This Contract, including the exhibits and addenda attached hereto and forming a part hereof (if any), are all of the covenants, promises, agreements and conditions, between the parties. All such addenda and exhibits and attachments are incorporated herein by this reference, and shall be a part of this contract instrument. The Contract shall constitute the Contract, General Terms and Conditions, and any other attachments, which may include but is not limited to, Scope of Work, Offer Form, Specifications, Special Provisions, Response or Proposal, RFP/ITB Request, and Addenda. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter. This entire contract instrument, including all such attachments as incorporated by this reference, shall specify the working relationship between the City and the Contractor, and specific obligations of both parties.
2. **Complementary Provisions:** All provisions of this Agreement are intended to be complementary, and any requirements mentioned by one and not mentioned in another section of this Agreement, shall nevertheless be performed, to the same extent as though required by all.
3. **Contractor Obligation:** Except as otherwise specifically provided in this Agreement, Contractor shall furnish all that may be required to provide the scope of work as described in the contract and incorporated documents, including any personnel, labor and supervision, technical, professional and other services, equipment and supplies. Details of the any supplies, equipment, or installation or same, that are necessary to carry out the intent of this Agreement, but that are not expressly stated, shall be performed or furnished by the Contractor as part of the Contract, without any increase in the compensation otherwise payable under this Agreement.
4. **Executory Agreement:** This Contract will not be considered valid until signed by both parties.
5. **Binding Effect:** The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
6. **Venue:** The Contractor shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington, Snohomish County or the District Court of the United States, Western Division, State of Washington. Contractor hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Snohomish County and of the District Court of the United States, Western Division, State of Washington.
7. **No Verbal Agreements:** No verbal agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Consultant prior to execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.
8. **No Gifts and Gratuities:** Businesses must not offer, nor City employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with City business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Contractors and City employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the City Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to City business.
9. **No Conflict of Interest:** The Contractor confirms that the Contractor does not have a business interest or close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's performance. Also, the Contractor confirms adherence to the City policy regarding conflict of interest, the City Ethics Code, and the RCW as named previous.

10. **Applicable Law:** Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
11. **Compliance with Law:**
General Requirements: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; and all applicable laws, ordinances, rules, regulations, orders, and other requirements, in effect, of any governmental entity (including but not limited to such requirements as may be imposed upon Lynnwood and applicable to the Agreement). Contractors shall furnish documents as may be required to effect or evidence such compliance. All laws, ordinances, rules or orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.
Licenses, Permits and Similar Authorization: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract and any leasehold interest deemed to have been created thereby under RCW 82.29A.
12. **Relationship between City and Contractor:** Contractor shall be at all times an independent contractor and not an agent or representative of Lynnwood with regard to performance of this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Lynnwood. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of Lynnwood.
13. **Restrictions on Assignment, Subcontracting, Delegation:** Contractor may not (by contract, operation of law, or otherwise) delegate or subcontract or assign performance of the Scope of Work to any other person or entity without the prior written consent of Lynnwood. Any such delegation or subcontracting without Lynnwood's prior written consent shall be voidable at Lynnwood's option. Approval of such assignment shall not be unreasonably withheld.

No delegation or subcontracting of performance, with or without Lynnwood's prior written consent, shall relieve Contractor of responsibility to perform the services in accordance with this Agreement. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors and any other person who performs or furnishes any services.
14. **Performance and Execution:** Contractor shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Scope of Work in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Contractor shall perform the Services in accordance with its own methods.
15. **Errors and Omission Correction:** The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or deficiencies in the designs, drawing, specifications and/or Contractor services immediately upon notification by the City. The indemnification provided for in this Article with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract.
16. **Precautions Against Bodily Injury or Property Damage:** Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damages that may occur in connection with this Agreement.
17. **Amendments or Change Order:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Contract, from time to time, by mutual agreement.
18. **Extra Work:** The City may desire to have the Contractor provide additional units and/or perform work or render services in connection with this Contract other than that expressly provided for in the "Scope of Work." This will be considered extra work, supplemental to this Contract and shall not proceed unless

authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Contract or any amendment.

19. **Notice Of Award:** Notice of award shall have been deemed to be given when the City Council authorizes the Contract award. If no such authorization is required, the notice of award shall be when the Purchase Order and/or Contract, addressed to the successful Bidder at the address shown in the bid, is deposited in the Post Office in Lynnwood, Washington, unless otherwise noted. The City will also post an award notice on the Web site or provide a written notice to unsuccessful bidders.
20. **Acceptance of Award:** If any purchase by the City is accepted, or the awarded vendor otherwise begins work, the winning vendor is deemed to have agreed to all these Terms and Conditions, Contracts, ITB or RFP, Specifications, and all other related documents. If such work is accepted by the awarded vendor prior to the City receiving a signed contract, the City shall still regard the contract terms and related documents to be in force.
21. **Written Notice to Proceed:** Written the City in written form as a separate document may provide Notice to Proceed. However, the City Purchase Order, once delivered to the Contractor, shall likewise serve as a written order to proceed.
22. **Licenses, Permits, And Taxes:** The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
23. **Pricing:** Prices shall remain firm as stated in the bid offer for the duration of the Contract, including all extensions.
24. **Assignment:** Neither party to a Contract/Purchase Order may assign any portion of the agreement without the prior consent of the other party.
25. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason or force majeure, as determined by the City. The term "force majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. The City reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.
26. **Indemnification:** To the maximum extent permitted by law, the Contractor shall be liable for and shall hold the City harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Contractor agrees to assume the defense of the City and its officers and employees in all legal proceedings or claims with third parties connected with the Contractor's performance under this Contract, to pay all expenses, including reasonable attorney's fees, incurred by the City directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
27. **Personal Liability:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the City of Lynnwood be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this agreement.
28. **Cooperative Purchase:** The City of Lynnwood has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting this offer to City of Lynnwood, the Contractor agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. The City of Lynnwood will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of these purchases.

29. **Patents, Trademarks And Copyrights:** The Vendor warrants that the items to be furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.
30. **Liens/Title:** The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.
31. **Compliance With Laws:** The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
32. **Payments:** The Contractor shall be paid, upon submission of proper invoices, prices stipulated herein for supplies or services that are delivered and accepted (less deductions, if any), as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants; or if requested by the Contractor. Payment for partial deliveries shall only be made upon receipt of an accurate and adjusted invoice, or a certified receiving report, and/or final installed acceptance. All accounts are paid according to RCW 39.76.020, Section 4C, payment procedures as follows: The City Council approves payments on the second Monday of each month. Payments will be mailed twice a month, according to the current City of Lynnwood payable schedule.
33. **Invoices:** Invoices must be submitted in two copies, supported by a delivery ticket/receipt, and contain the following minimum information: (1) purchase order/contract number; (2) item number, quantity and description; (3) unit and extended prices; and (4) shipping charges when applicable. Mail invoices to: Accounts Payable Dept., P.O. Box 5008, Lynnwood, WA 98046-5008. Invoices without purchase order numbers will be returned unpaid.
34. **Discounts:** The cash discount period on invoices shall commence on the latter of the date on which the correctly completed vouchers or shipments are received/accepted by the City of Lynnwood. If an adjustment or damage occurs on a shipment subject to cash discount, a discount will be taken effective on the date final approval for payment is authorized.
35. **Approvals:** Materials purchased are subject to the approval of the City of Lynnwood and if rejected are held subject to the Vendor's risk and expenses incurred for its return as approved by the Purchasing Manager.
36. **Nondiscrimination:** In all hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates, pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
37. **Equal Opportunity:** "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference.
38. **OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
39. **Taxes:** Include Washington State Sales and Local tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply exemption certificate when necessary.
40. **Hold Harmless:** The Contractor shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or

omissions of the Contractor, its agents or employees pursuant to the Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Contractor shall pay the same.

41. **Ownership Of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.
42. **Emergency Work:** The Contractor will not be allowed added compensation for any emergency work performed on Sundays or legal holidays, unless such work is ordered and approved by the Purchasing Manager or Project Manager or is otherwise required under condition #44, below.
43. **Guarantee:** The Contractor hereby guarantees that all of the work, materials or equipment furnished by him/her under this agreement will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
44. **Workers Right to Know:** The Department of Labor and Industries are required by law to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires (among other things) that all manufacturers/distributors of hazardous substances, including any of the items so listed on this RFP, RFQ, ITB or contract bid and subsequent award, must include with each delivery completed MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) The identify of the hazardous material; (2) appropriate hazardous warnings; and (3) Name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
45. **Proprietary Proposal Material:** The City will attempt to protect legitimate trade secrets of any Vendor, but certain bid information is subject to Public Disclosure, and may be disclosable upon public request. Any information that a bidder considers proprietary, should be marked upon Proposal. The City will seek to notify bidders should such information be requested for release, and to advise bidders concerning whether maintaining such information is possible or reasonable under public disclosure rights, however the City must release all information that is not reasonably protected from public disclosure.
46. **Emergency and Disasters:** The following shall be in effect during major emergencies or disasters when the City activates its Emergency Operations Center or otherwise provides verbal notice. Seller acknowledges that the City is procuring such goods/services for the benefit of the public. Seller agrees, in support of public good purposes, to consider the City as the customer of first priority and shall make its best effort to provide the City requested goods/services in as timely a manner as practicable. Seller and the City agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of above. The seller understands and agrees to provide the City, upon City request, such goods/services at such time as the City determines. In the event the Seller is unable to meet the delivery requirements due to circumstances beyond the reasonable control of the Seller, Seller agrees to make such delivery as soon as practicable. If Seller is prevented from making delivery to the requested location due to circumstance beyond its reasonable control, Seller shall immediately assist the City in whatever reasonable manner to gain access to such goods/services. In the event Seller is unable to provide goods/services as requested by the City, the Seller may offer limited substitutions for City consideration and shall provide substitutions with prior approval from the City. Seller agrees to charge the City the price determined in this contract. If no price has been determined, it shall charge the City a price that is normally charged for such goods/services. In the event that the City request results in the Seller incurring unavoidable additional costs that cause the Seller to increase prices in order to obtain a fair rate of return, seller shall charge the City a price not to exceed the cost/profit formula found in the contract.

47. **Americans with Disabilities Act:** the Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Consultant is providing services, programs or activities to City employees or members of the public as part of this Contract, the Consultant shall not deny participation or the benefits of such services, programs or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

48. **Termination:** For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described in this Contract, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

Reasons Beyond Control of Parties: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature, war or warlike operations, civil commotion, riot, labor dispute including strike, walkout, or lockout, sabotage, or superior governmental regulation or control.

For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in the best interests of the public or for lack of continuing appropriations.

Notice: Notice of termination pursuant to these sections above, hereof shall be given by the party terminating this Contract to the other not less than five (5) working days prior to the effective day of termination.

Either party shall have rights to terminate by providing written notice to the other with a **90-day advance notice**.

49. **Opportunity to Cure Default:** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the City may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The City is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the City. The City may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.

50. **Remedies for Cure of Default:** If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the City may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend contractor from receiving future invitations to bid. The City of Lynnwood may procure the articles or services from other sources and hold the Bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

51. **Failure To Perform:** Failure of a Bidder to furnish the equipment, supplies, materials, and/or services from a bid which results in a contract award, may eliminate the Bidder from the active bidder's mailing list for the products or services concerned, at the discretion of the City.