



**The State of New Mexico
General Services Department/State Purchasing Division**

In furtherance of the



Request for Proposals

New Mexico Solicitation Number 50-000-14-00002

**WSCA-NASPO Master Agreement for
Telephone Based Interpreter Services**

Issue Date: October 23, 2014

Proposal Due Date: December 18, 2014 no later than 3:00 pm MST

REQUEST FOR PROPOSAL

Telephone Interpreter Services

Solicitation # 50-000-14-00002

Section I: WSCA-NASPO Solicitation - General Information

A. Description of Request for Proposals (RFP)

The State of New Mexico, General Services Department/State Purchasing Division, is requesting proposals for Telephone Based Interpreter Services in furtherance of the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO). The purpose of this request for proposals is to establish Master Agreements with qualified Offerors to provide “as-needed” Telephone Based Interpreter Services. The Contractor(s) will provide over-the-phone language interpreter services for customers and their clients who need immediate interpreter assistance. These services are required to assist Limited English Proficiency (LEP) clients uncomfortable speaking English, or whose English is not clearly understood. Immediate Telephone Based Interpreter Services will facilitate communication between clients and customers at a service provider facility when an on-site interpreter is not available or is cost prohibitive. The services resulting from the award of this solicitation are to be available to all participating state entities, cities, counties, higher education, school districts and other political subdivisions on an as needed basis under the same cost and terms and conditions agreed to in the Master Agreement.

It is anticipated that this RFP will result in Master Agreement awards to multiple Offerors based on a ‘natural break’ in the scoring to determine the finalist Offerors for consideration of award. It is within the Lead State’s discretion to increase/decrease the amount of finalists considered for award, and/or to award proposals whole or in part in order to meet all geographic areas and to meet the best interests of the Lead State, Participating states and WSCA/NASPO. The term of Master Agreements resulting from this RFP may be in any increments desired by the Lead State but in no case will the term, including all extensions and renewals, exceed five (5) years.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

B. RFP Objective

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The savings realized by the contractor in managing one comprehensive WSCA-NASPO Master Agreement rather than numerous state and local contracts should result in the most attractive

service level and discounts available in the marketplace.

The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions (“Purchasing Entities”).

This will be a re-solicitation for a Master Agreement for the State of New Mexico and WSCA-NASPO.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all Participating States, Offerors are permitted to submit a proposal on more limited geographical areas, but not less than one entire Participating State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the Participating Entity involved.

C. Issuing Office and Solicitation Number

The State of New Mexico General Services Department/State Purchasing Division is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # 50-000-14-00002. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

D. WSCA-NASPO Background Information

WSCA-NASPO is a cooperative purchasing program of all 50 states, the District of Columbia and the organized US territories. WSCA-NASPO Cooperative Purchasing Organization LLC is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO) that facilitates administration of the cooperative purchasing program. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites www.wsca-naspo.org and www.naspo.org

E. Lead State and Contact Information

1. The State of New Mexico is the Lead State as that term is used in the WSCA-NASPO Master Agreement Terms and Conditions. The Procurement Manager designated by WSCA-NASPO and the State of New Mexico General Services Department/State Purchasing Division is:

Angelica Lopez, Procurement Manager
State of New Mexico, General Services Department/State Purchasing Division
1100 St. Francis Drive, Rm. 2016
Santa Fe, New Mexico 87505
angelica.lopez@state.nm.us
Phone: 505-827-0425
Fax: 505-827-2484

2. All deliveries of responses must be addressed as follows (except for electronic submissions through eProNM).

Angelica Lopez, Procurement Manager
Telephone Based Interpreter Services RFP# 50-000-14-00002
General Services Department/State Purchasing Division
1100 St. Francis Drive, Rm. 2016
Santa Fe, New Mexico 87505

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations.

“Agency” means the State Purchasing Division of the General Services Department or that State Agency sponsoring the Procurement action.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document resulting from this Request for Proposals.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means any business having a contract with a state agency or local public body.

"Determination" means the written documentation of a decision of a Procurement Manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Final Execution” means that the last required signature on the documents needed to make the agreement binding upon all parties has been obtained.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“IT” means Information Technology

“LEP – Limited English Proficiency” means Clients who are unable to speak English, uncomfortable speaking English, or whose English is not clearly understood.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal as non-responsive to this Request for Proposals.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

“Participating Entity” means an entity which is authorized by a Participating Addendum through WSCA-NASPO so that the entity may leverage the agreement entered into by the State of New Mexico and the successful Offeror(s) pursuant to this Request for Proposals. Definitions and additional information about participation in the Master Agreement are in the WSCA-NASPO Master Agreement Terms and Conditions.

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to

a state agency or a local public body or Participating Entity which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procurement Manager (sometimes Procurement Officer)" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

"Procuring Agency" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law, as well as Participating Entities through WSCA-NASPO.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Redacted" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and outlined in Section II.C.8 of this RFP blacked out and not omitted or removed.

"Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

"Responsive Offer" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

"Sourcing Team" means a body appointed to perform the evaluation of Offerors' proposals.

"Sourcing Team Report" means a report prepared by the Procurement Manager and the Sourcing Team for contract award. It will contain written determinations resulting from the procurement.

"SPD" means the State Purchasing Division of the New Mexico State General Services Department.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

"State (the State)" means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the General Services Department and the State Purchasing Agent but does not include local public bodies.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, etc.)

"State Purchasing Agent" means the director of the Purchasing Division of the General Services Department.

“Unredacted” means a version/copy of the proposal containing all complete information considered confidential for the purposes of evaluation.

“WSCA-NASPO” means the WSCA-NASPO Cooperative Purchasing Program. Definitions and addition information about participating in WSCA-NASPO Master Agreements are in the WSCA-NASPO Master Agreement Terms and Conditions.

Section II: Conditions Governing the Procurement

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Due Date
Solicitation Release	October 23, 2014
Acknowledgement of Receipt Form Submittal	November 12, 2014
Pre-Proposal Conference	November 12, 2014 at 11:00 am
Question Deadline	November 14, 2014
Answer Deadline	November 19, 2014
PROPOSAL DEADLINE (CLOSING DATE)	December 18, 2014 at 3:00 pm MST
Service Tests	January 12 – 15, 2015
Anticipated Award Date	April 1, 2015 (estimated)

All times are Mountain Standard time unless indicated otherwise.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown above.

1. Issuance of RFP

This RFP is being issued by the New Mexico General Services Department/State Purchasing Division in conjunction with WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO) on the date listed above in the Schedule of Events.

2. Acknowledgement of Receipt Form Due

Potential Offerors should hand deliver, return by facsimile or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT D, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on the date listed above in the Schedule of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list. Please note that failure to return an Acknowledgement of Receipt form does not preclude a Potential Offeror from submitting a proposal.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the Sequence of Events beginning at **11:00 am** Mountain Standard Time/Daylight Time **by teleconference**. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal. Offerors must call the number below to participate.

Teleconference Call-in Info:

Number: 866-244-8528

Enter passcode: 138585

*0 – for operator

*1 – menu

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 P.M. Mountain Standard Time/Daylight Time as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager (see Section I.E.)

5. **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described above before the deadline. In addition, answers will be posted to: <http://www.generalservices.state.nm.us/statepurchasing/>

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON DECEMBER 18, 2014. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed above in Section I.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are responding to the Telephone Based Interpreter Services #50-000-14-00002. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract awarded pursuant to this Request for Proposals has been fully executed.

7. **Proposal Evaluation**

A Sourcing Team will perform the evaluation of proposals. This process will take place as quickly as possible subsequent to the Closing Date as listed in the Schedule of Events above. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Service Tests

Finalist Offerors may be chosen for a service test of their interpreter services. The service tests will be conducted by the Sourcing Team members who may be at various locations for the demonstration. Final Awarded Offerors will be chosen based on point totals and whether a finalist has passed/failed the service test. However, the most advantageous proposal to the State of New Mexico and WSCA-NASPO may or may not have received the most points (see #10 below).

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per the date listed above as the Anticipated Award Date in the Sequence of Events, or as soon thereafter as possible. This date is subject to change at the discretion of the Procurement Manager. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Sourcing Team Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule above as listed in the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Manager.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and WSCA-NASPO, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Lead State approvals.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 P.M. Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. **Emailed protests will NOT be accepted.** The written protest must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. **ALL** protests must be delivered to the State Purchasing Agent:

Mr. Larry Maxwell

State Purchasing Agent
Joseph Montoya Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505
(505) 827-0482
Larence.Maxwell@state.nm.us

Protests received after the deadline will not be accepted.

12. RFP Addenda

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the General Services/State Purchasing website to obtain RFP addenda or other information relating to the RFP. The website address is: <http://www.generalservices.state.nm.us/statepurchasing/>.

C. GENERAL REQUIREMENTS REGARDING THIS REQUEST FOR PROPOSALS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with an agency which may derive from this RFP. The agency hiring a vendor from the contract will make payments only to the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are

used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement. The use of subcontractors by participating states may be further limited in each state's participating addendum.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed.

Unless the Offeror takes legal action to prevent the disclosure, the Proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time up until the time of award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

11. Sufficient Appropriation

Any Master Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This procurement is conducted by the Lead State General Services Department/State Purchasing Division, in accordance with the Lead State Procurement Code. The Procurement Code is available at <http://www.generalservices.state.nm.us/statepurchasing/Policies.aspx>).

This procurement (i.e. the award of the Master Agreement) shall be governed by the laws of the Lead State. The laws of the State of New Mexico shall govern Orders placed under this Agreement in New Mexico, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. Choice of law and venue governing disputes involving Participating Addenda or Orders

by Participating Agencies or Purchasing Entities other than the state of New Mexico are established by the applicable Participating Addendum or the WSCA-NASPO Master Agreement Terms and Conditions, Attachment A.

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the attached Sample Contract. However, the contracting agency reserves the right to negotiate with any Offeror provisions in addition to those contained in this RFP (Sample Contract). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the WSCA-NASPO Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its Sourcing Team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the question and answer process in Section 1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all vendors) impractical given the timeframe for the RFP.

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an

opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Sourcing Team may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Sourcing Team will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

18. Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite or do not affect price, quantity or quality. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

Clarifications not amounting to proposal revisions may, in the Lead State's sole discretion, be conducted with Offerors who submit Proposals for the purpose of determining if a proposal is responsive and reasonably susceptible to being selected for award. The Procurement Manager may communicate with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications are those communications that do not result in a material change to the proposal.

The Lead State reserves the right to award on receipt of initial proposals (as clarified) without an opportunity for discussion, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for clarification(s). In conducting discussions regarding clarification(s), there shall be no disclosure of any information derived from proposals submitted by competing vendors.

Unless otherwise specified in this RFP, the apparently successful Offeror may be required to submit for the most current reported period and a reasonable number of previous years (in order of preference): an audited statement; a financial statement reviewed by a certified public accountant; a third-party prepared financial statement if an audited or reviewed statement is not available; or another financial statement prepared in the routine course of the Offeror's business, to assist the Lead State in making its determination of Offeror responsibility in the context of the categories and geographical scope being proposed.

19. Post Award Formalization of the Contract

The Lead State reserves the right during negotiation of the Master Agreement to adjust

terms and conditions that would not (in the State's judgment) have a material effect on price, quantity, quality, schedule, scope of work, or risk to the Lead State, with materiality defined in terms of the effect on the evaluation and award. In any event, the Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or make no award under this RFP. Moreover, the Lead State reserves the right to reconsider any proposal submitted at any phase of the procurement.

20. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Agency Rights

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and WSCA-NASPO. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

22. Right to Publish

Throughout the duration of this procurement process and Master Agreement term, Offerors and their authorized contractors must secure from the Procurement Manager prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The Offerors shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the Master Agreement for cause.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror’s possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <http://www.generalservices.state.nm.us/statepurchasing/>.

26. Participating States

In addition to the lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Washington, Connecticut, Florida, Hawaii, Montana, Nevada, Utah, Virginia and Washington.

Other states and entities may potentially sign on after the award process. State-specific terms and conditions that will govern each state’s Participating Addendum are included in Attachment B.

27. Historical Usage

Usage data for the indicated period for each participating state is included as Attachment H. This information is provided solely for the purpose of assisting Bidders in preparing their Response and does not represent a warranty of future usage. Orders will be placed only on an “as needed” basis.

The proposed pricing levels should reflect the market provided by the Contract resulting from this Solicitation.

28. Estimated Usage

Based on past and/or projected usage by each Participating State, it is estimated that purchases over the initial two year contract term will approximate:

State	Projected Usage
New Mexico	\$310,554.00
Washington	\$3,130,232.00
Florida	\$2,095,104.00
Connecticut	\$695,884.00
Hawaii	\$45,000.00
Montana	n/a
Nevada	n/a

Utah	\$196,429.00
Virginia	\$5,663,316.00
Total:	\$12,136,519+

The State of New Mexico, the Participating States and WSCA do not represent or guarantee any minimum purchase.

29. Term of Master Agreement

The initial term of the Master Agreement(s) resulting from this RFP will be for a period of two years or other increment at the discretion of the Lead State in conjunction with WSCA-NASPO, but in no case shall the Master Agreement and all extensions of the Master Agreement exceed five (5) years total. If the original period is less than five years, the Master Agreement(s) may be extended beyond the original contract period for any number of additional years up to five years but in no case shall the Master Agreement and all extensions of the Master Agreement exceed five years total. Any extensions of the Master Agreement shall be at the discretion of the Lead State in conjunction with WSCA-NASPO, and by mutual agreement of the parties, and upon review of requirements of Participating States, current market conditions, and Contractor performance.

30. WSCA-NASPO Administrative Fee

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of section 26 of Attachment A.

Additionally, some Participating Entities may require that an additional fee as defined in a Participating Entity’s Participating Addendum be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum. The Contractor may adjust the Master Agreement price and/or rates accordingly for purchases made by Purchasing Entities within State. All such agreements may not affect the WSCA-NASPO fee or the costs paid by the procuring agencies outside the jurisdiction of the WSCA-NASPO State requesting the additional fee.

31. WSCA-NASPO Usage Reporting Requirement

All Offerors will be required to provide summary and detailed usage reports to the contract manager. The requirements are in Section 27 of Attachment A.

32. WSCA-NASPO eMarket Center

To be eligible for contract award, the Offeror agrees, by submission of a Proposal, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with providing unique information and ordering instructions. Refer to Attachment A, Section 36, WSCA-NASPO Master Agreement Terms and Conditions for

the prescribed requirements

33. WSCA-NASPO Master Agreement

WSCA-NASPO Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

Any Master Agreement resulting from this RFP will include, but not be limited to, WSCA-NASPO Standard Terms & Conditions (Attachment A) as modified in this RFP.

Additional Terms and Conditions specific to a State will be addressed in the Participating Addendum. Please refer to Attachment B for the Lead State and other state Special Terms and Conditions that apply to this solicitation.

Section III: Proposal Format and Organization

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES – for hard copy submissions

Offerors shall deliver:

- **Technical Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed.
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
- **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. The electronic copy can NOT be emailed.

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One

(1) unredacted cd/usb, one (1) redacted cd/usb). The electronic version can NOT be emailed.

Any proposal that does not adhere to the requirements of Section III, Proposal Format and Organization, may be deemed non-responsive and rejected on that basis.

OR:

C. ELECTRONIC RESPONSES (SPD’s E-procurement System eProNM)

If the proposal is submitted through State Purchasing’s electronic procurement system, the Offeror need only submit a single electronic copy of each section of the proposal, outlined below. Please separate the proposal as described below into separate “envelopes” (files) for your submission. **For information on how to register and submit, visit:**

<http://www.generalservices.state.nm.us/statepurchasing/onlineprocurement.aspx>

If you submit your response through our electronic procurement system, you do not need to submit a physical hard copy.

1. **Technical Proposals** – One (1) electronic upload. All information for the technical proposal **must** be combined into a single file/document for uploading
 - Proposals containing confidential information **must** be submitted as two separate files:
 - **Unredacted** version for evaluation purposes.
 - Upload unredacted version in “Unredacted Technical Proposal Envelope 1.1”
 - **Redacted** version (information blacked out and not omitted or removed) for the public file.
 - Upload redacted version in “Redacted Technical Proposal Envelope 1.3”
2. **Cost Proposals** – One (1) electronic upload. All information for the cost proposal **must** be combined into a single file/document for uploading.
 - Upload cost proposal in “Cost Proposal Envelope 1.2”

For eProNM technical support issues contact (505) 827-0467 or (505) 827-0472 or GSD.SPDeProcurement@state.nm.us

D. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- a) Signed Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (Optional)
- d) Response to Specifications – Section IV.B.1 – IV.B.10 (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
- e) Attachment G – Technical Requirements completed form
- f) Response to Contract Terms and Conditions
- g) Offeror’s Additional Terms and Conditions
- h) Other Supporting Material (Optional)

Cost Proposal (Binder 2):

- a) Completed Cost Response Form – Attachment C

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

Section IV: Scope of Work and Specifications

A. SCOPE OF WORK

Offerors shall provide 365-days a year/7-days a week/24-hours a day Telephone Based Interpreter Services on an “as needed” basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance, and must meet or exceed the minimum requirements set forth in Attachment G “Technical Requirements”.

Services are anticipated to be utilized in a number of different government settings, including Health and Human Services Departments, to assist government entities in

meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance.

B. SPECIFICATIONS

Offerors must respond to each of the following specifications by listing the specification followed by the Offeror's response in the same order in which they appear in the RFP.

1. Organizational Experience

Offeror **must** provide a description of its organization's experience and history providing Telephone Based Interpreter Services (including their familiarity with, and experience resolving, problems associated with this service). Offeror's response **must** also include a description of its business location(s), size, areas of specialization and expertise, client base (including other currently held contracts or agreements with state and/or local government entities). The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and **must** include the extent of their experience, expertise and knowledge as a provider of Telephone Based Interpreter Services.

2. Organizational Infrastructure

Offeror **must** provide a written response to each of the following:

- a) Describe your company's current call-handling capabilities as well as its ability to accommodate a significant increase in the volume and duration of calls for Telephone Based Interpreter Services.
- b) Describe your company's Emergency Management Plan (EMP) to guarantee continuous service during a disaster or other catastrophe (e.g., earthquakes, power outages, etc.).

3. Key Staff Qualifications

Offeror **must** provide a description of the qualifications and work experience for the proposed Contract Administrator and other key staff assigned to perform the work as outlined in this RFP listing their relevant experience and certifications.

4. Operational Information

Offeror **must** provide a written response to each of the following:

- a) Describe the method and/or protocol used to identify an LEP client's language, the process for connecting that individual with an appropriate interpreter, and the process to address situations when an interpreter for the requested language is not immediately available.

- b) Describe how your company will meet the requirement for interpreters to respond to calls (on average) at a rate of 95% or greater within 30 seconds of the client's language being identified.
- c) What are your company's requirements and safeguards to ensure confidentiality and compliance with the [Health Insurance Portability and Accountability Act of 1996](#) (HIPAA)? Describe how these requirement/safeguards are managed and reinforced.
- d) Provide a copy of the informational and instructional materials that will be provided to customers and the public explaining the process used to access telephone interpreter services with your company. Offerors **must** provide informational/instructional material for both the end users as well as for the public to indicate that interpretation services are available at no cost to the public.

5. Interpreter Quality Assurance

Offeror **must** provide a written response to each of the following:

- a) Describe your screening process for interpreters and the general minimum requirements for experience, education, language proficiency and certifications. Include detailed information regarding any testing instruments or tools you use to determine the interpreter's skill level.
- b) Describe how your company will ensure that interpreters are providing (and will continue to provide) a quick, courteous response with accurate interpretation.

6. Organizational References

- a) Provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit ATTACHMENT F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I.D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **December 9, 2014 at 5:00 pm** for inclusion in the evaluation process.

Organizational References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same

information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.17.

- b) Offerors **must** submit the following information for each Business Reference as part of their proposal:
 - i. Client name;
 - ii. Project description;
 - iii. Project dates (starting and ending)
 - iv. Staff assigned to referenced engagement that will be designated for work per this RFP
 - v. Client project manager name and contact information

7. Service Testing

If selected as a finalist, Offerors **must** agree to provide the Evaluation Committee the opportunity to place test calls as part of the selection process at no cost.

Offerors **must** provide a toll free number, code and other necessary information as part of their proposal to allow the Evaluation Committee to place a test call at no cost.

Test calls will be evaluated on a pass/fail basis, and Offerors will be disqualified from further evaluation for wait times of longer than two (2) minutes, for poor connectivity or static, if translators are not fluent in the English language, and/or if the evaluation committee determines the Offeror cannot adequately meet the requirements to perform the level of service as outlined in this RFP.

8. Technical Requirements – Attachment G

Offeror **must** respond to the Technical Requirements outlined in Attachment G by completing and submitting Attachment G with their proposal.

9. Cost

Offerors **must** complete the Cost Response Form in Attachment C. Cost shall be submitted as a cost per minute as detailed in Attachment C, and **shall** include all cost components needed for the delivery of Telephone Based Interpreter Services as described in this Solicitation document. All charges listed on Attachment C must be justified and evidence of need documented in the proposal.

Offerors are encouraged to submit pricing for optional associated equipment and additional pricing options for tiered pricing or volume pricing by completing the “Optional Pricing Models” section of Attachment C.

10. Financial Stability

Offerors **must** submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

11. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in Attachment E. The form **must** be completed and must be signed by the person authorized to obligate the company.

Section V: Evaluation and the Basis for Award

A. EVALUATION PROCESS

The following table and paragraphs summarize the evaluation factors and the maximum point values assigned to each. Failure to comply with a mandatory specification will result in disqualification of an Offeror's Proposal.

The award of the Telephone Based Interpreter Services Contract shall be made to the responsible Offeror or Offerors whose proposal(s) is/are most advantageous to the Agency taking into consideration the following weighted evaluation factors. It is anticipated that this RFP will result in Master Agreement awards to multiple Offerors based a 'natural break' in the scoring to determine the finalist Offerors for consideration of award. It is within the Lead State's discretion to increase/decrease the amount of finalists considered for award, and/or to award proposals whole or in part in order to meet all geographic areas and to meet the best interests of the Lead State, Participating states and WSCA/NASPO. Please note, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the Agency to select the Offeror who submits the lowest cost proposal. The Lead State shall have the right to obtain, from any and all sources, information concerning an Offeror, which is deemed pertinent to the RFP and to consider such information in evaluating an Offeror's proposal. The following is a summary of items where Offerors can be awarded evaluation points. These weighted factors shall be used in the evaluation of the individual Offeror responses.

In the initial phase of the evaluation process, the Lead State will review all Proposals timely received. Non-responsive proposals not conforming to RFP requirements will be eliminated from further consideration. Proposals will be evaluated to ensure they meet the Mandatory Specifications of this RFP which require a Pass/Fail determination. Any proposal which fails to meet any Mandatory Specification will be considered non-responsive and eliminated from all further evaluation.

B. EVALUATION FACTORS

**Offerors are encouraged to use this table as a checklist to ensure their proposal includes all mandatory requirements.*

Factors	RFP Section	Points
1. Organizational Experience	IV.B.1	125
2. Organizational Infrastructure	IV.B.2	125
3. Key Staff Qualifications	IV.B.3	25
4. Operational Information	IV.B.4	150
5. Interpreter Quality Assurance	IV.B.5	150
6. Organizational References	IV.B.6 and Attachment F	25
7. Cost	IV.B.9 and Attachment C	400
8. Technical Requirements	IV.B.8 and Attachment G	Pass/Fail
9. Service Testing – toll free number	IV.B.7	Pass/Fail
10. Financial Stability	IV.B.10	Pass/Fail
11. Letter Of Transmittal	IV.B.11 and Attachment E	Pass/Fail
Total		1000 Points

1. Cost Evaluation

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

2. Non-Cost Factors Evaluation

Each evaluation team member will independently evaluate the Bidder’s Non-Cost Factor responses and assign a score ranging from zero to ten (with zero being the lowest and ten being the highest) with the highest quality response receiving the most points and the other responses receiving proportionally lower points based on the quality of the responses to each specification. Evaluators may use half-point increments when assigning a score. The assigned score will then serve as a percentage multiplier to establish the number of Non-Cost Factor Points to be awarded. For example: A score of eight for *Organizational Experience* would receive 100 Awarded Points out of a possible 125.

The formula used to arrive at this number of Awarded Points is as follows:
8 (Evaluator Score) / 10 (Maximum Score) = 0.80 (Multiplier) x 125 (Maximum Possible Points) = 100 (Evaluator’s Awarded Points)

Each evaluator’s non-cost factor points will then be averaged and added to Offeror’s cost

points to determine Offeror's total evaluation score.



ATTACHMENT A: WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity’s Participating Addendum (“PA”);
- (2) WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed acceptance testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Agreement Administrator means the individual appointed by the State Purchasing Agent to

administer the Master Agreement.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Products and Services Schedule refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

State Purchasing Agent means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years from the date of execution by the Lead State signatory. This Master Agreement may be extended beyond the original contract period for six (6) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 90 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will

not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to

provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product,

system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required

insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Consignment Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor. Such coverage will be required only for Tier 2 and Tier 3 activity.

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required

insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This

procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own

Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees.

Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping) and other revenues (including commissions charged). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool). “Sales” includes all revenues (including commissions charged).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section 27 of Attachment A.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the WSCA-NASPO Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active

Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. WSCA-NASPO Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance, Inspection and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity.

If Products under this Master Agreement involve primarily the purchase of services and a standard of performance within the meaning of the previous paragraph is not prescribed , the following terms shall apply.

- A. "Services," as used in this subsection, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Master Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The State Purchasing Agent or other Purchasing Entity has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other Purchasing Entity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other Purchasing Entity may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other Purchasing Entity may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the contract price, fee, or commission payable to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or Purchasing Entity may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PURCHASING AGENT'S OR OTHER PURCHASING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

29. Warranty (Where Equipment is Proposed)

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. [RESERVED]

31. Title of Product (Where Equipment is Proposed)

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with WSCA-NASPO to provide any unique information and ordering instructions that the Contractor would like the customer to have.

ATTACHMENT B
(Other Participating Addenda Terms and Conditions)

New Mexico Additional Terms and Conditions

1. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

2. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

3. Release

The Contractor, upon final payment of the amount due under this Master Agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

4. New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that

health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

5. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the agency.

6. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report

submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

7. Administrative Fees

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by procuring agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

The reports shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1.00%) of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. This fee is in addition to the fee specified in the WSCA-NASPO Master Agreement Terms and Conditions that is based on all sales under the Master Agreement.

ATTACHMENT C: Cost Proposal Form

All pricing shall include the cost of Bid preparation, servicing of accounts, and complying with all contractual requirements. Only one Unit Price is acceptable and must be calculated on a *per minute* basis for all languages specified in Attachment G, *Technical Requirements*, **as well as for all unlisted languages that may be provided through the resultant Contract**. The amount indicated in Unit Price must be bid in whole cents. (e.g.; \$1.10 is acceptable, \$1.105 is not.)

Usage data for the periods outlined in Attachment H has established that the average length of a call is 11.85 minutes. See Attachment H, *Historical Usage*.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment G, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract .	\$ _____ /min.

During Contract period, pricing shall remain firm and fixed for the initial two year term of the Contract. _____% 30 days OR Net 30 days (Choose one – failure to enter any percentage of discount within 30 calendar days will result in Bidder’s Bid being considered as Net 30 days.)

Any Prompt Payment Discount offered *will not* be applied to credit card transactions, and application is subject to individual state Participating Addendums.

Please complete one of the following:

For cost analysis purposes, please indicate percent savings that your Bid pricing represents compared to price customers would pay without benefit of a WSCA contract:

Discount offered by Bidder averages _____% lower than (please check one):

1. _____ Price that would be obtained through individual agency bid.
2. _____ Manufacturer’s current suggested list/retail price.
3. _____ Other (please specify): _____

Item No.	Optional Pricing Models (optional – not included in cost evaluation)	Tiered Pricing	Volume Discount
2.	Offerors should submit any tiered pricing or volume discounts available under the resultant contract. (Include additional rows/columns as necessary to include all available options)		
Item No.	Optional Pricing Models (optional – not included in cost evaluation)	Equipment Available	Cost or % Discount off MSRP
3.	Offerors should submit any associated equipment available for use under the resultant contract. (Include additional rows/columns as necessary to include all available options)		

ATTACHMENT D: Acknowledgement Of Receipt Form

Telephone Based Interpreter Services

RFP# 50-000-14-00002

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with ATTACHMENT H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **November 12, 2014 at 5:00 pm**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Angelica Lopez, Procurement Manager
Telephone Based Interpreter Services RFP # 50-000-14-00002
State Purchasing Division
1100 St. Francis Dr. Room 2016
Santa Fe, NM 87505
Fax: 505-827-2484
E-mail: angelica.lopez@state.nm.us

ATTACHMENT E: Letter of Transmittal Form

RFP#: 50-000-14-00002

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate the business entity:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of the business entity regarding this Offer (if different from above):

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to contractually clarify/respond to queries regarding this Offer (if different from either of the above):

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

ATTACHMENT F: Reference Questionnaire

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Angelica Lopez Procurement Manager
Telephone Based Interpreter Services RFP# 50-000-14-00002
State Purchasing Division
1100 St. Francis Dr. Room 2016
Santa Fe, NM 87505
Fax: 505-827-2484
angelica.lopez@state.nm.us

by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided.

**RFP #50-000-14-00002 REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above regarding Telephone Based Interpreter Services. This form is to be returned to the State of New Mexico, General Services Department/State Purchasing Division via facsimile or e-mail at:

Name: Angelica Lopez, Procurement Manager
 Address: State Purchasing Division
 1100 St. Francis Dr. Room 2016
 Santa Fe, NM 87505
 Telephone: 505-827-0425
 Fax: 505-827-2484
 Email: angelica.lopez@state.nm.us

no later than **December 18, 2014 at 5:00 pm**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing this reference	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the requested services?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in the contracted services and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the services provided by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

ATTACHMENT G
TECHNICAL REQUIREMENTS

ATTACHMENT G: Technical Requirements

Description				Comply? (Yes or No)
EXPERIENCE OF THE CONTRACTOR				
1. Bidder must have <i>at least</i> two years of experience in providing Telephone Based Interpreter Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis.				
2. Bidder must currently be providing an average of <i>at least</i> 100,000 minutes of Telephone Based Interpreter Service calls per month within the past year.				
EQUIPMENT AND FACILITY				
1. Contractor must have all necessary equipment, installed and functioning at time of Bid submittal, to provide the services required in the contract.				
2. Contractor must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.				
3. Contractor's telephone terminal equipment must be capable of collecting the detailed call traffic information needed to produce the reports required by the contract.				
4. Interpreter Services must be provided from a professional facility and not from the interpreter's home or other non-professional setting.				
LANGUAGES				
1. Bidder must be able to provide Telephone Based Interpreter Services for all languages/dialects listed below (at a minimum):				
Akan	Dutch	Inupiaq	Mongolian	Spanish
Albanian	Ewe	Iraqi Arabic	Moroccan Arabic	Sudanese Arabic
Amharic	Estonian	Italian	Nepali	Swahili
Apache	Farsi	Japanese	Norwegian	Swedish
Arabic	Finnish	Karen	Nuer	Tagalog
Armenian	Flemish	Kashmiri	Oromo	Taiwanese
Assyrian	French	Khmer	Pashto	Tamil
Bambara	French Canadian	Kirundi	Patois	Tewa
Behdini	Fukienese	Korean	Persian	Thai
Bengali	Fulani	Krio	Polish	Tiwa
Bosnian	Fuzhou	Kunama	Portuguese	Tibetan
Bulgarian	Georgian	Kurdish	Portuguese Creole	Tigrinya
Burmese	German	Laotian	Punjabi	Taishanese

Cambodian	Greek	Latvian	Romanian	Tongan
Cantonese	Gujarati	Lithuanian	Russian	Towa
Catalan	Haitian Creole	Maay	Samoan	Turkish
Chin	Hausa	Macedonian	Serbian	Ukrainian
Chuukese	Hebrew	Malay	Serbo Croatian	Urdu
Chiu-Chow	Hindi	Malayalam	Sicilian	Uzbek
Croatian	Hmong	Mandarin	Sinhalese	Vietnamese
Czech	Hungarian	Marshallese	Slovak	Wolof
Danish	Ibo	Mien	Somali	Yoruba
Dari	Ilocano	Mixteco	Sorani	Yupik
Dinka	Indonesian			

CONNECTION

1. On average, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
2. On average, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client's language being identified
60-70%	85% of all calls will be responded to within 30 seconds, after the client's language being identified
70-80%	90% of all calls will be responded to within 30 seconds, after the client's language being identified

<p>4. In the event interpretation service for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi does not begin within 60 seconds of the client’s language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.</p> <p>In the event any interpretation service request for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi results in a customer being told “no interpreter is available,” the Contractor will be subject to a self-assessed penalty equal to the cost of the customer’s average interpreter call for the month in which the “no interpreter available” event occurs. These penalties will be assessed monthly and will be itemized and deducted from the appropriate monthly invoice total.</p>	
<p>5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.</p>	
<p>INVOICING</p> <p>1. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.</p>	
<p>2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.</p>	
<p>3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.</p>	
<p>4. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.</p>	

<p>5. Invoices must contain the following information, at a minimum:</p> <ol style="list-style-type: none"> a. Master contract number and/or any other unique contract identification number assigned by a Participating State. b. For the State of New Mexico, Contractor’s Statewide Vendor Identification Registration number assigned by the NM Department of Finance. c. Date of invoice. d. Contractor name and address. e. Customer account number and Department name/program. f. Billing period. g. Interpreter Connection Time. h. Total number of calls interpreted. i. Total number of billable interpretation minutes. j. Total number of “no interpreter available” calls. k. Percentage of calls connected in 30 seconds or less. l. Total number of calls resulting in interpreter connection times of greater than 60 seconds. m. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online n. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment G: <i>Technical Requirements</i>, section titled, “Connection,” Item #3. o. Total dollar amount due. p. Any applicable prompt payment discount(s) available. q. Date and time of each interpreter service occurrence provided. r. Interpreted language associated with the call. s. Duration of the interpreter service provided, measured in tenth of a minute increments. t. Contract rate per minute. u. Billable amount associated with each call. v. Interpreter identification number or code as assigned by the Contractor. 	
<p>EMERGENCY MANAGEMENT PLAN</p> <ol style="list-style-type: none"> 1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) <i>Attach a copy of Contractor’s EMP.</i> 	

<p>2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.</p>	
<p>CONFIDENTIALITY STATEMENT</p> <p>1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. <i>Attach a sample copy of Contractors Confidentiality Statement.</i></p>	
<p>INTERPRETER OPERATIONAL REQUIREMENTS</p> <p>1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.</p>	
<p>2. The interpreter will speak in the first (1st) person.</p>	
<p>3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.</p>	
<p>4. The interpreter will respect cultural differences of the client.</p>	
<p>5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.</p>	
<p>6. The interpreter will accurately interpret the client’s statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning the of the client’s statements.</p>	
<p>7. All conversations or interpretation between the interpreter, the customer and the client will remain confidential and will not be shared with individuals unrelated to the call. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state’s Participating Addendums.</p>	

<p>CUSTOMER RESPONSE CRITERIA</p> <ol style="list-style-type: none"> 1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria: <ol style="list-style-type: none"> a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer’s questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer’s request, Contractor must provide a senior administrative contact to escalate the request. b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request. c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor. 	
<p>QUALITY ASSURANCE PLAN</p> <ol style="list-style-type: none"> 1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints. <i>Attach a copy of Contractor’s QAP.</i> 	
<p>INSTRUCTIONAL MATERIALS</p> <ol style="list-style-type: none"> 1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services. 	
<ol style="list-style-type: none"> 2. Instructional materials must also include informational language posters for the public indicating interpretation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each participating state to be identified in each state’s participating addendum. 	
<ol style="list-style-type: none"> 3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs. 	
<ol style="list-style-type: none"> 4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract. 	

ATTACHMENT H: Historical Usage Data

New Mexico (reflects contract period of January 2014 – August 2014)

New Mexico					
Language	Minutes	Calls	Avg Call Length (minutes)	Avg Connect (seconds)	Percentage of Total Calls
Spanish	115,338.25	10,579	10.91	17	96.19
Vietnamese	1433	130	11.02	26	1.18
Arabic	1821	86	21.17	19	0.78
Farsi	418	30	13.93	25	0.27
Nepali	516	24	21.50	29	0.22
Swahili	264	23	11.48	59	0.21
Mandarin	210	21	10.00	26	0.19
Burmese	187	12	15.58	33	0.11
Chinese	153	11	13.91	27	0.1
Russian	10	9	1.11	14	0.08
Cantonese	77	9	8.56	26	0.08
Navajo	68	9	7.56	132	0.08
Kirundi	372	9	41.33	42	0.08
Somali	147	7	21.00	15	0.06
Tagalog	142	6	23.67	48	0.05
French	83	5	16.60	19	0.05
Hindi	70	5	14.00	24	0.05
Kinyarwanda	135	4	33.75	37	0.04
Pashto	87	4	21.75	27	0.04
Turkish	52	3	17.33	79	0.03
German	35	2	17.50	53	0.02
Laotian	19	2	9.50	48	0.02
Korean	13	2	6.50	16	0.02
Samoan	15	1	15.00	59	0.01
Dari	6	1	6.00	18	0.01
Filipino	31	1	31.00	16	0.01
Sousou	2	1	2.00	60	0.01
Urdu	13	1	13.00	136	0.01
Cambodian	19	1	19.00	203	0.01
Language	Minutes	Calls	Avg Call Length (minutes)	Avg Connect (seconds)	Percentage of Total Calls
TOTALS	121,786.25	10,998	11.07	18	100

Washington (Reflects data from three contracts for one year each during the period of Jan 2013 – Aug 2014)

Washington				
Language	Billed Minutes	Number of Calls	Average Length Call	Percent Billed Minutes
Spanish	190668.22	21183	9	74.40%
Spanish	1143515.40	137278	9.86	57.8%
Spanish	285027	29569	9.6	51.00%
Somali	45111	2970	15.2	8.07%
Vietnamese	37279	2744	13.6	6.67%
Vietnamese	108303.90	9327	12.17	5.5%
Russian	107385.20	9543	12.87	5.4%
Arabic	101563.00	8254	13.14	5.1%
Somali	12986.7	1185	10.96	5.07%
Russian	10965.9	1458	7.52	4.28%
Mandarin	84200.10	6774	12.56	4.3%
Somali	75926.10	6545	11.74	3.8%
Russian	20753	1831	11.3	3.71%
Spanish-IVR-Lync	20227	2392	8.5	3.62%
Vietnamese	8437.09	810	10.42	3.29%
Amharic	17827	1080	16.5	3.19%
Arabic	14655	1044	14.0	2.62%
Korean	49002.20	4076	12.24	2.5%
Cantonese	44494.10	3041	13.80	2.3%
French	10671	716	14.9	1.91%
Farsi	32736.90	2391	13.67	1.7%
Korean	8895	661	13.5	1.59%
Tigrinian	7955	510	15.6	1.42%
Mandarin	7905	650	12.2	1.41%
Arabic	3210.82	253	12.69	1.25%
Cantonese	6800	539	12.6	1.22%
Tagalog	22996.80	1671	14.30	1.2%
Amharic	21931.50	1582	13.96	1.1%
Oromo	5938	383	15.5	1.06%
Maay	2674.4	262	10.28	1.04%
Nepali	4910	280	17.5	0.88%
Burmese	4886	331	14.8	0.87%
Tagalog	4834	263	18.4	0.86%
Karen	2214.5	134	16.53	0.86%

Washington				
Farsi	4788	345	13.9	0.86%
Burmese	15700.20	1142	12.55	0.8%
Korean	1978.6	197	10.04	0.77%
Punjabi	4166	277	15.0	0.75%
Hmong	13579.60	826	14.96	0.7%
Amharic	1689.03	130	12.99	0.66%
Tigrinya	12715.50	861	13.68	0.6%
Cambodian	1637.03	159	10.3	0.64%
Nepali	12292.20	913	13.95	0.6%
Mandarin	1507.47	108	13.96	0.59%
Cambodian	11578.40	978	12.25	0.6%
Khmer	3228	207	15.6	0.58%
Marshallese	3041	172	17.7	0.54%
Burmese	1384.8	102	13.58	0.54%
Punjabi	1365.3	80	17.07	0.53%
Punjabi	10320.90	839	11.90	0.5%
Cantonese	1282	119	10.77	0.50%
Nepali	1279.2	87	14.7	0.50%
French	9643.90	840	12.03	0.5%
Portuguese	2668	173	15.4	0.48%
Laotian	9131.20	604	13.87	0.5%
Japanese	8995.20	758	12.46	0.5%
Ukrainian	8921.60	825	11.35	0.5%
Karen	2518	190	13.3	0.45%
Ukrainian	2130	214	10.0	0.38%
Tigrinya	967.9	74	11.91	0.37%
Oromo	944.1	62	15.23	0.37%
Marshallese	936.3	90	10.4	0.37%
Cambodian	2058	144	14.3	0.37%
Nepalese	2045	117	17.5	0.37%
Thai	1942	126	15.4	0.35%
Ukrainian	830.09	99	8.38	0.32%
Karen	771.2	23	33.53	0.30%
Oromo	5532.70	272	21.59	0.3%
Karen	5386.30	375	13.61	0.3%
Thai	5165.20	327	14.40	0.3%
Farsi	669.9	85	7.88	0.26%
Bosnian	4977.40	451	10.98	0.3%
Swahili	4935.10	405	12.58	0.2%

Washington				
Haitian Creole	1364	94	14.5	0.24%
Haitian Creole	613.7	46	13.34	0.24%
Chuukese	1323	87	15.2	0.24%
Chinese	587.1	52	11.29	0.23%
Mongolian	1279	86	14.9	0.23%
Hmong	1263	32	39.5	0.23%
Bosnian	1256	119	10.6	0.22%
Tagalog	569.67	44	12.95	0.22%
Hmong	565.9	16	35.37	0.22%
Chuukese	552.9	42	13.16	0.22%
Romanian	1127	72	15.7	0.20%
Bengali	1077	49	22.0	0.19%
Swahili	1049	70	15.0	0.19%
Romanian	3616.20	255	13.71	0.2%
Laotian	453.12	42	10.79	0.18%
Lao	953	63	15.1	0.17%
Swahili	434.7	51	8.52	0.17%
Tedim	924	43	21.5	0.17%
Tigrigna	907	70	13.0	0.16%
Portuguese	386.5	51	7.58	0.15%
Marshallese	2888.40	175	16.22	0.1%
Urdu	809	58	13.9	0.14%
Bulgarian	781	36	21.7	0.14%
Portuguese	2740.00	282	9.97	0.1%
Croatian	690	40	17.2	0.12%
Haitian Creole	2401.30	205	12.83	0.1%
Romanian	308.55	41	7.53	0.12%
Hindi	2337.80	260	8.57	0.1%
Kirundi	658	36	18.3	0.12%
Japanese	638	52	12.3	0.11%
Lingala	628	28	22.4	0.11%
Hindi	589	50	11.8	0.11%
Samoan	574	27	21.3	0.10%
Ilocano	264.3	14	18.88	0.10%
Bosnian	261.66	36	7.27	0.10%
Wolof	260.7	17	15.34	0.10%
Japanese	245.6	19	12.93	0.10%
Ilocano	524	29	18.1	0.09%
Sudanese Arabic	504	39	12.9	0.09%
French	221.8	23	9.64	0.09%

Washington				
Samoan	1754.60	107	15.54	0.1%
Mongolian	1573.40	105	13.69	0.1%
Polish	1562.10	115	12.88	0.1%
Turkish	1487.30	121	11.96	0.1%
Iraqi-Arabic	396	22	18.0	0.07%
Samoan	176.92	12	14.74	0.07%
Italian	1373.20	119	10.81	0.1%
Wolof	349	19	18.4	0.06%
Thai	164.8	27	6.1	0.06%
Turkish	152.33	3	50.78	0.06%
Suddanese	1160.70	40	25.33	0.1%
Maay	320	21	15.2	0.06%
Hungarian	1115.70	51	17.63	0.1%
Dari	1104.70	51	21.29	0.1%
CHIN HAKHA	294	15	19.6	0.05%
Laotian	285	12	23.8	0.05%
Mongolian	133.3	7	19.04	0.05%
Mixteco	133	9	14.78	0.05%
Soninke	132	10	13.2	0.05%
Toishanese	261	12	21.7	0.05%
Dinka	260	15	17.4	0.05%
German	913.90	96	8.58	0.0%
Serbian	898.00	60	15.19	0.0%
Bulgarian	877.30	75	12.34	0.0%
Soninke	248	22	11.3	0.04%
Indonesian	876.30	50	17.56	0.0%
Chin	246	15	16.4	0.04%
Polish	245	19	12.9	0.04%
Pashto	862.90	67	13.79	0.0%
Mixteco	851.60	59	14.40	0.0%
Chuukese	839.90	41	22.36	0.0%
Kirundi	838.60	58	13.28	0.0%
Chin - Tedim	234	23	10.2	0.04%
Czech	819.20	51	13.68	0.0%
Nuer	791.50	36	22.35	0.0%
Creole	97.5	13	7.5	0.04%
Dinka	92.3	5	18.46	0.04%
Nuer	220	11	20.0	0.04%
Dari	218	16	13.7	0.04%
Croatian	732.80	57	13.33	0.0%

Washington				
Rwanda	204	10	20.4	0.04%
Chin	721.70	36	19.76	0.0%
Karenni	198	11	18.0	0.04%
Malayalam	196	5	39.1	0.04%
Albanian	676.60	56	12.18	0.0%
Kurdish	653.70	60	10.79	0.0%
Turkish	177	17	10.4	0.03%
Persian	173	10	17.3	0.03%
Visayan	172	9	19.1	0.03%
Mien	74.4	9	8.27	0.03%
Portuguese - Brazilian	71.1	10	7.11	0.03%
Trukese (Chuukese)	69.4	2	34.7	0.03%
Serbian	163	11	14.8	0.03%
Urdu	554.80	69	7.12	0.0%
Kinyarwanda	539.80	66	9.88	0.0%
Wolof	529.30	37	20.78	0.0%
Greek	515.30	22	19.55	0.0%
Brazilian Portuguese	145	8	18.2	0.03%
Armenian	504.80	59	8.76	0.0%
Sonike	138	9	15.3	0.02%
Tamil	475.40	42	9.07	0.0%
Albanian	133	9	14.7	0.02%
Tongan	467.70	38	11.79	0.0%
Moroccan Arabic	121	9	13.4	0.02%
Twi	117	3	39.0	0.02%
Dinka	412.30	18	22.79	0.0%
Nuer	62.2	5	12.44	0.02%
Kurdish	58.4	9	6.49	0.02%
Hindi	58.2	6	9.7	0.02%
French Creole	56.2	2	28.1	0.02%
Armenian	52.76	8	6.6	0.02%
Mandingo	47.8	3	15.93	0.02%
Albanian	46.7	4	11.68	0.02%
Serbo Croatian	40.8	5	8.16	0.02%
Tongan	39.2	10	3.92	0.02%
Navajo	39.1	2	19.55	0.02%
Bengali	388.30	48	7.84	0.0%
Pashto	110	10	11.0	0.02%
Ilocano	374.20	29	13.43	0.0%
Mien	366.00	28	14.96	0.0%

Washington				
Toishanese	358.50	16	19.82	0.0%
Chaldean	343.20	17	18.31	0.0%
Dutch	338.40	28	13.42	0.0%
French Canadian	94	8	11.8	0.02%
Sorani	93	4	23.2	0.02%
Maay	318.10	21	13.71	0.0%
Fulani	87	8	10.9	0.02%
Moldavian	85	3	28.3	0.02%
Creole Haitian	83	5	16.7	0.01%
Mandingo	290.80	28	8.20	0.0%
K'iche	77	4	19.4	0.01%
Kurdish	74	8	9.3	0.01%
Kinyarwanda	69	13	5.3	0.01%
Slovak	240.90	16	8.68	0.0%
Juba Arabic	66	2	33.1	0.01%
Iranian Farsi	64	1	64.1	0.01%
Gujarati	224.70	14	18.07	0.0%
May-Maay	61	6	10.1	0.01%
Acholi	59	4	14.7	0.01%
Indonesian	58	4	14.4	0.01%
Latvian	57	1	57.4	0.01%
CHIN FALAM	56	2	28.1	0.01%
Polish	33.48	4	8.37	0.01%
Indonesian	33.2	3	11.07	0.01%
Bulgarian	28.49	4	7.12	0.01%
Mam	28.2	2	14.1	0.01%
Bengali	27.4	2	13.7	0.01%
Tamil	27.2	5	5.44	0.01%
Sundanese	21.3	3	7.1	0.01%
Croatian	20.6	2	10.3	0.01%
Macedonian	16.9	1	16.9	0.01%
Khmer	16.2	2	8.1	0.01%
Slovak	14.3	1	14.3	0.01%
Nigerian	13.2	1	13.2	0.01%
Serbo-Croatian	55	7	7.9	0.01%
Taiwanese	194.40	19	10.60	0.0%
Hausa	52	3	17.3	0.01%
Karenni	179.10	14	13.42	0.0%
Mamay	48	1	47.5	0.01%
Tongan-Pacific	45	3	14.9	0.01%

Washington				
Tamil	42	4	10.5	0.01%
Finnish	147.70	11	13.77	0.0%
Uzbek	143.90	1	143.90	0.0%
Fulani	140.00	8	18.45	0.0%
Trukese	39	3	13.1	0.01%
Navajo	138.00	15	8.35	0.0%
Portuguese Creole	38	1	37.8	0.01%
French Creole	38	4	9.4	0.01%
Mixteco	37	1	36.9	0.01%
Falam	35	1	34.8	0.01%
Bhutanese	35	1	34.6	0.01%
Portuguese Azorean	34	2	17.2	0.01%
Mandinka	33	7	4.8	0.01%
Hungarian	33	2	16.4	0.01%
Akan	33	4	8.2	0.01%
Arabic-IVR-LEP	31	1	30.6	0.01%
Mixteco Bajo	30	2	15.0	0.01%
Bambara	99.30	8	12.71	0.0%
Twi	96.90	5	16.73	0.0%
Fukienese	95.10	1	95.10	0.0%
Akan	91.80	16	5.74	0.0%
Yemen Arabic	26	1	25.5	0.00%
Gujarati	25	2	12.3	0.00%
Telugu	85.80	9	10.24	0.0%
Tibetan	85.30	7	12.19	0.0%
Chaochow	23	2	11.7	0.00%
Aramaic	23	1	23.2	0.00%
Visayan	81.50	8	11.07	0.0%
Lithuanian	76.30	9	9.10	0.0%
Sundanese	71.10	7	10.16	0.0%
Lingala	70.80	8	8.77	0.0%
Anuak	19	1	18.8	0.00%
Kurdish-Bahdini-Northern	17	1	16.9	0.00%
Hausa	59.10	3	19.70	0.0%
Uzbek	17	2	8.4	0.00%
German	17	3	5.5	0.00%
Mien	16	3	5.2	0.00%
Italian	15	2	7.4	0.00%
Shanghainese	51.80	1	51.80	0.0%

Washington				
Georgian	46.00	2	23.00	0.0%
Latvian	45.30	7	5.55	0.0%
Pohnpeian	13	2	6.3	0.00%
Patois	43.90	2	21.95	0.0%
Yoruba	43.80	3	14.60	0.0%
Taiwanese	12	1	11.8	0.00%
Greek	12	1	11.6	0.00%
Creole French	11	1	11.1	0.00%
Portuguese Brazilian	11	3	3.6	0.00%
Mandinka	38.00	3	12.67	0.0%
Mandingo	10	5	2.1	0.00%
Behdini	36.30	3	15.30	0.0%
Sorani	36.10	12	3.01	0.0%
Hebrew	33.30	4	8.33	0.0%
Mam	9	1	9.1	0.00%
Telugu	9	1	8.5	0.00%
LIBERIAN PIDGIN ENGLISH	8	1	8.3	0.00%
Eritrea	8	1	7.8	0.00%
French Creole	27.20	6	4.53	0.0%
Sinhalese	26.30	4	6.58	0.0%
Malayalam	24.50	4	6.13	0.0%
Mixteco Alto	7	1	6.8	0.00%
Kaba	7	1	6.6	0.00%
Hakka Chinese	23.10	1	23.10	0.0%
Kurmanji-Kurdish	6	1	6.1	0.00%
Sierra Leone Creole	5	1	5.4	0.00%
Kiswahili	5	1	5.1	0.00%
Kunama	5	1	4.8	0.00%
Luganda	5	1	4.7	0.00%
Moldavan	15.80	4	3.00	0.0%
Dutch	4	1	4.3	0.00%
Palauan	4	1	3.9	0.00%
Fijian Hindi	12.30	2	6.15	0.0%
Kikuyu	3	1	3.3	0.00%
Marathi	8.90	1	8.90	0.0%
Kazakh	7.70	1	7.70	0.0%
Lou	7.70	3	2.57	0.0%
Norwegian	7.50	2	3.75	0.0%
Azerbaijani	5.70	1	5.70	0.0%

Washington				
Tibetan	2	1	1.6	0.00%
Malay	4.30	1	4.30	0.0%
Swedish	4.30	2	2.15	0.0%
Chao Chow	4.30	2	2.15	0.0%
Kurmanji	3.80	1	3.80	0.0%
Assyrian	3.70	1	3.70	0.0%
Ibo	3.70	1	3.70	0.0%
Fula	3.00	1	3.00	0.0%
Diula	1.80	1	1.80	0.0%
Igbo	1.80	1	1.80	0.0%
Portuguese Creole	1.00	1	1.00	0.0%
Italian	11.2	4	2.8	0.00%
Hungarian	10.1	1	10.1	0.00%
Moldavian	9.5	2	4.75	0.00%
Lingala	8	1	8	0.00%
Fijian	8	2	4	0.00%
French-Canadian	7.5	1	7.5	0.00%
Urdu	5.6	1	5.6	0.00%
Krahn	4.5	1	4.5	0.00%
Mixteco Bajo	4	1	4	0.00%
Chamorro	3.7	1	3.7	0.00%
Shanghainese	3.2	1	3.2	0.00%
Kirundi	1.9	1	1.9	0.00%
	Billed Minutes	Number of Calls	Average Length Call	Percent Billed Minutes
Totals	2792237.73	281428	14.35	

Florida

FLORIDA (JULY 1, 2013 - JUNE 30, 2014)

NOTE: Florida has not yet committed to be a Participating State in this contract resulting from the RFP

This chart represents spending by the Florida Department of Health, as well as spending by some additional state and local entities that use the translation & interpretation contract awarded by the Department of Health. Other state and local entities have separate contracts for similar services, but Florida does not have concrete spending data for the use of the other contracts. The actual spending by such additional entities could result in total spending for translation & interpretation services within Florida being significantly larger than the amounts shown.

Source: Quarterly Reports to the Florida Department of Health for FY 2013-2014

Language	Sum of Calls	Sum of Minutes	Avg. Length of Call	Sum of Cost	% of Total
Spanish	121725	1139427	9.36	\$831,864.87	79.41%
Haitian Creole	7563	89653	11.85	\$65,446.69	6.25%
Arabic	2090	45982	22.00	\$33,566.86	3.20%
Burmese	1495	29442	19.69	\$21,501.78	2.05%
Vietnamese	1086	17054	15.70	\$12,449.42	1.19%
Mandarin	1032	14451	14.00	\$10,549.23	1.01%
Portuguese	1339	13359	9.98	\$9,752.07	0.93%
Karen	533	10964	20.57	\$8,003.72	0.76%
Russian	814	10837	13.31	\$7,911.01	0.76%
Chin	287	5976	20.82	\$4,362.48	0.42%
Bosnian	275	5057	18.39	\$3,691.61	0.35%
Swahili	168	4427	26.35	\$3,231.71	0.31%
French	451	4423	9.81	\$3,228.79	0.31%
Nepali	154	4047	26.28	\$2,954.31	0.28%
Tigrinya	191	3619	18.95	\$2,641.87	0.25%
Amharic	172	3576	20.79	\$2,610.48	0.25%
Farsi	200	3381	16.91	\$2,468.13	0.24%
Korean	292	2502	8.57	\$1,826.46	0.17%
Bengali	115	2104	18.30	\$1,535.92	0.15%
Dari	56	1978	35.32	\$1,443.94	0.14%
Albanian	122	1779	14.58	\$1,298.67	0.12%
Cantonese	109	1624	14.90	\$1,185.52	0.11%
Sudanese Arabic	51	1542	30.24	\$1,125.66	0.11%
Polish	119	1491	12.53	\$1,088.43	0.10%
Romanian	122	1323	10.84	\$965.79	0.09%
Tagalog	133	1107	8.32	\$817.23	0.08%
Kurdish	38	1044	27.47	\$762.12	0.07%

FLORIDA (JULY 1, 2013 - JUNE 30, 2014)					
Italian	99	973	9.83	\$710.29	0.07%
Kirundi	29	674	23.24	\$492.02	0.05%
German	70	632	9.03	\$461.36	0.04%
Kinyarwanda	16	617	38.56	\$450.41	0.04%
Thai	54	604	11.19	\$440.92	0.04%
Oromo	20	601	30.05	\$438.73	0.04%
Urdu	44	588	13.36	\$429.24	0.04%
Hungarian	41	569	13.88	\$415.37	0.04%
Japanese	43	565	13.14	\$412.45	0.04%
Somali	28	456	16.29	\$332.88	0.03%
Serbian	23	438	19.04	\$319.74	0.03%
Hindi	55	423	7.69	\$308.79	0.03%
Laotian	38	418	11.00	\$305.14	0.03%
Turkish	44	418	9.50	\$305.14	0.03%
Hebrew	14	353	25.21	\$257.69	0.02%
Cambodian	26	329	12.65	\$240.17	0.02%
Indonesian	20	328	16.40	\$239.44	0.02%
Ukrainian	28	306	10.93	\$223.38	0.02%
Khmer	21	277	13.19	\$202.21	0.02%
Iloilo	1	271	271.00	\$197.83	0.02%
Gujarati	26	270	10.38	\$197.10	0.02%
Punjabi	17	238	14.00	\$173.74	0.02%
Croatian	14	215	15.36	\$156.95	0.01%
Patois	17	209	12.29	\$152.57	0.01%
Greek	13	201	15.46	\$146.73	0.01%
French Canadian	16	172	10.75	\$125.56	0.01%
Czech	33	169	5.12	\$123.37	0.01%
Hmong	13	162	12.46	\$118.26	0.01%
Tigre	1	135	135.00	\$98.55	0.01%
Finnish	4	118	29.50	\$86.14	0.01%
Slovak	8	114	14.25	\$83.22	0.01%
Latvian	8	88	11.00	\$64.24	0.01%
Wolof	4	81	20.25	\$59.13	0.01%
Sorani	3	69	23.00	\$50.37	0.00%
Yoruba	2	64	32.00	\$46.72	0.00%
Norwegian	4	56	14.00	\$40.88	0.00%
Bulgarian	7	50	7.14	\$36.50	0.00%
Lithuanian	7	46	6.57	\$33.58	0.00%
Armenian	5	45	9.00	\$32.85	0.00%
Fulani	3	42	14.00	\$30.66	0.00%

FLORIDA (JULY 1, 2013 - JUNE 30, 2014)					
Mongolian	5	41	8.20	\$29.93	0.00%
Dutch	8	34	4.25	\$24.82	0.00%
Ibo	3	34	11.33	\$24.82	0.00%
Dinka	1	33	33.00	\$24.09	0.00%
Tamil	8	26	3.25	\$18.98	0.00%
Sylhetti	4	20	5.00	\$14.60	0.00%
Akan	5	19	3.80	\$13.87	0.00%
Telugu	1	17	17.00	\$12.41	0.00%
Mien	1	16	16.00	\$11.68	0.00%
Marshallese	2	11	5.50	\$8.03	0.00%
Pashto	4	9	2.25	\$6.57	0.00%
Mandingo	1	7	7.00	\$5.11	0.00%
Mnong	1	7	7.00	\$5.11	0.00%
Diula	3	7	2.33	\$5.11	0.00%
Hausa	2	7	3.50	\$5.11	0.00%
Georgian	1	6	6.00	\$4.38	0.00%
Marathi	1	5	5.00	\$3.65	0.00%
Mumuye	1	5	5.00	\$3.65	0.00%
Portuguese Creole	2	5	2.50	\$3.65	0.00%
Sundanese	1	2	2.00	\$1.46	0.00%
Language	Sum of Calls	Sum of Minutes	Avg. Length of Call	Sum of Cost	% of Total
TOTALS:	141706	1434864	10.13	\$1,047,552.12	100.00 %

Connecticut - 2013

Connecticut				
Language	Minutes	Calls	Average Length of Call	% of Total
Spanish	545964	49960	10.9	82.4%
Polish	14454	1012	14.3	2.2%
Arabic	13898	677	20.5	2.1%
Portuguese	11258	898	12.5	1.7%
Mandarin	10091	748	13.5	1.5%
Haitian Creole	8320	462	18	1.3%
Vietnamese	7796	526	14.8	1.2%
Russian	7342	577	12.7	1.1%

Albanian	5728	319	18	0.9%
Korean	3796	267	14.2	0.6%
Cantonese	3198	188	17	0.5%
French	2965	223	13.3	0.4%
Karen	2509	206	12.2	0.4%
Somali	2419	150	16.1	0.4%
Urdu	2030	124	16.4	0.3%
Bosnian	1850	104	17.8	0.3%
Bengali	1657	110	15.1	0.3%
Laotian	1354	89	15.2	0.2%
Nepali	1227	90	13.6	0.2%
Italian	1216	104	11.7	0.2%
Tigrinya	1180	50	23.6	0.2%
Hindi	1178	98	12	0.2%
Swahili	1166	58	20.1	0.2%
Turkish	1030	75	13.7	0.2%
Greek	729	37	19.7	0.1%
Ukrainian	697	47	14.8	0.1%
Gujarati	648	38	17.1	0.1%
Cambodian	613	40	15.3	0.1%
Farsi	580	47	12.3	0.1%
Patois	578	25	23.1	0.1%
Romanian	577	26	22.2	0.1%
Punjabi	555	42	13.2	0.1%
Burmese	545	53	10.3	0.1%
Tagalog	531	33	16.1	0.1%
Tibetan	325	21	15.5	0.0%
Thai	296	26	11.4	0.0%
Amharic	267	20	13.4	0.0%
Japanese	260	9	28.9	0.0%
Twi	210	16	13.1	0.0%
Hungarian	170	10	17	0.0%
Kurdish	97	9	10.8	0.0%
Tamil	84	9	9.3	0.0%
Akan	71	5	14.2	0.0%
Portug.Creole	62	7	8.9	0.0%
Hmong	55	3	18.3	0.0%
Sylheti	54	1	54	0.0%
Hausa	51	4	12.8	0.0%
Pashto	51	5	10.2	0.0%
Malayalam	45	3	15	0.0%

Fuzhou	44	3	14.7	0.0%
Serbian	41	5	8.2	0.0%
Dari	38	2	19	0.0%
French Canadian	35	4	8.8	0.0%
Slovak	34	6	5.7	0.0%
Bulgarian	32	3	10.7	0.0%
Toishanese	30	3	10	0.0%
Armenian	26	4	6.5	0.0%
Lithuanian	25	4	6.3	0.0%
Ibo	22	1	22	0.0%
Swedish	22	2	11	0.0%
Chin	19	3	6.3	0.0%
Finnish	18	1	18	0.0%
Karenni	18	2	9	0.0%
Sinhalese	17	2	8.5	0.0%
Kinyarwanda	15	1	15	0.0%
Telugu	15	2	7.5	0.0%
Czech	13	2	6.5	0.0%
Croatian	12	2	6	0.0%
German	12	1	12	0.0%
Mixteco	12	1	12	0.0%
Indonesian	10	2	5	0.0%
Yoruba	8	1	8	0.0%
Toucouleur	7	1	7	0.0%
Behdini	5	1	5	0.0%
Macedonian	5	1	5	0.0%
Susu	4	1	4	0.0%
Dutch	3	1	3	0.0%
Taiwanese	3	2	1.5	0.0%
Mandingo	2	1	2	0.0%
Mongolian	2	1	2	0.0%
			Average	
Language	Minutes	Calls	Length	% of
			of Call	Total
Totals	662326	57717	11.5	