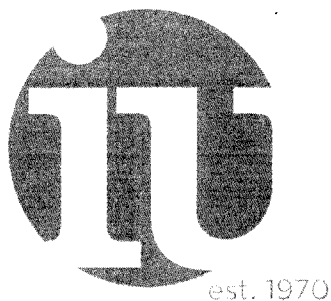


# Fort Bend County, TX

Language and Sign Language Interpreting Services

Bid # 19-071



making connections nationwide

## Original

-  interpretation
-  translation
-  transportation
-  sign language

**Interpreters Unlimited, Inc.**

10650 Trenea Street, Suite 308 San Diego, CA 92131

p. 800.726.9891 | f. 800.726.9822

[www.interpretersunlimited.com](http://www.interpretersunlimited.com)

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas



Debbie Kaminski, CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

August 30, 2019

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 19-071 Language & Sign Language Interpreting Services

Addendum 1:

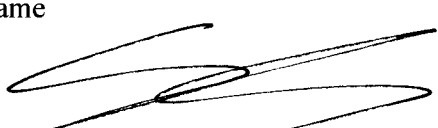
Download the Addendum 1 Bid document and Pricing Form. Vendors are to use the Amended Bid document and Pricing Form while preparing their solicitation response. Due date is now 9/10/19, 2:00PM, specifications have been added and additions to the pricing form.

\*\*\*\*\*  
Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal with the Fort Bend County Purchasing Department at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov).

Interpreters Unlimited

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Company Name



---

Signature of person receiving addendum 9/5/2019

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci, CPPB  
Senior Buyer

**\*Amended 8.30.19**

**Fort Bend County, Texas  
Invitation for Bid**



**Term Contract for Language and Sign Language Interpreting Services  
BID 19-071**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**Note:** All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery.

**SUBMIT NO LATER THAN:**

**\*Tuesday, September 10, 2019  
2:00 PM (Central)**

**LABEL ENVELOPE:**

**BID 19-071  
INTERPRETING SERVICES**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after the Commissioners Court awards.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

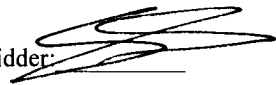
Office (281) 341-8640

|  |  |  |                        |
|--|--|--|------------------------|
| Legal Company Name<br>(top line of W9)   | Interpreters Unlimited   |  |                        |
| Business Name<br>(if different from legal name)                                    |  |  |                        |
| Federal ID # or S.S. #<br>20-5905641   | DUNS #<br>85-936-7732  |  |                        |
| Type of Business   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt Organization | Age in Business?<br>49 |
| Publicly Traded Business   | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____                    |  |                        |
| Remittance Address   | 10650 Treena Street, Suite 308   |  |                        |
| City/State/Zip   | San Diego, CA 92131  |  |                        |
| Physical Address   | 10650 Treena Street, Suite 308   |  |                        |
| City/State/Zip   | San Diego, CA 92131  |  |                        |
| Phone/Fax Number   | Phone: (800) 726-9891  |  | Fax: (800) 726-9822    |
| Contact Person   | Shamus Sayed   |  |                        |
| E-mail   | shamus.sayed@interpreters.com  |  |                        |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____  | Certification # _____  |                        |
|  | SBE-Small Business Enterprise _____  | Certification # _____  |                        |
|  | HUB -Texas Historically Underutilized Business _____   | Certification # _____  |                        |
|  | WBE-Women's Business Enterprise _____  | Certification # _____  |                        |
| Company's gross annual receipts  | <\$500,000 _____   | \$500,000-\$4,999,999 _____  |                        |
|  | \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>   | \$17,000,000-\$22,399,999 _____  |                        |
|  | >\$22,400,000 _____  |  |                        |
| NAICs codes (Please enter all that apply)  | 541930   |  |                        |
| Signature of Authorized Representative   |  |  |                        |
| Printed Name   | Shamus Sayed   |  |                        |
| Title  | Chief Operations Officer   |  |                        |
| Date   | 9/5/2019   |  |                        |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

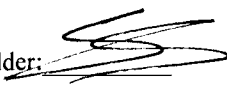
**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or

Initials of Bidder: 

clarification is **Tuesday, August 27, 2019 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

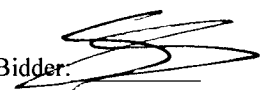
- 1.8 **Hold Harmless Agreement:** Vendor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from Vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this

Initials of Bidder: 

contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the Vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling.

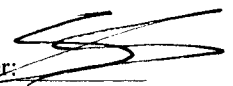
Initials of Bidder:



Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.


- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present

Initials of Bidder:



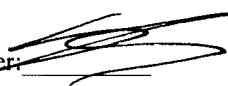
evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration

Initials of Bidder: 

of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first four (4) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

Initials of Bidder: 

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**2.0 TERMS & CONDITIONS:**

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

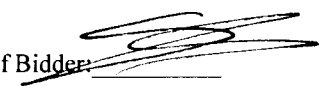
2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy

Initials of Bidder: 

- of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller

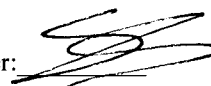
Initials of Bidder:



warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

Initials of Bidder:

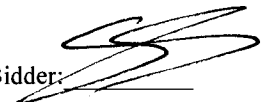


- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subVendors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent

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the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide language and/or sign language interpreting services which meet or exceed the following specifications as stated herein, all Federal Emergency Management Agency (FEMA), and federal rules and regulations.


### **4.0 TERM OF CONTRACT:**

This contract is for the period ending **31 March 2020**, renewable annually for four (4) years (through 31 March 2024) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### **5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code:** By signature on vendor form, Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

Initials of Bidder: 

- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Vendor represents pursuant to Section 2252.152 of the Texas Government Code, that Vendor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**6.0 INSURANCE:**

- 6.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 6.2 At contract execution, Vendor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Vendor shall provide certified copies of insurance endorsements and/or policies if requested by County. Vendor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Vendor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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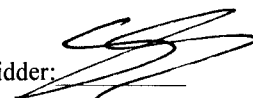
- 6.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 6.2.5 Errors and Omissions Professional Liability insurance with a limit of \$1,000,000.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Vendor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

**7.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in

Initials of Bidder:



the matter.

- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade Vendors and any other Vendor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade Vendor providing such insurance.

**8.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 8.2 On-line instructions:
  - 8.2.1 Name of governmental entity is to read: Fort Bend County.
  - 8.2.2 Identification number used by the governmental entity is: B19-071.
  - 8.2.3 Description is the title of the solicitation: Interpreting Services.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

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## 9.0 FEDERAL CLAUSES

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

### 9.1 Clean Air Act and the Federal Water Pollution Control Act.

#### a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### b. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

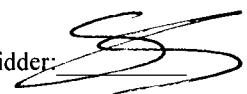
### 9.2 Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

### 9.3 Debarment and Suspension.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

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principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.4 Byrd Anti-Lobbying Amendment.

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

9.5 Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their

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political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

9.6 Procurement of Recovered Materials.

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

9.7 Access to Records.


- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9.8 DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

9.9 Compliance with Federal Law, Regulations, and Executive Orders.

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The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.10 No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

9.11 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

9.12 Civil Rights and Non-Discrimination.

During the performance of this contract, the Contractor agrees as follows:

a. Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

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c. Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

d. Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

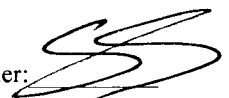
e. Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

f. Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

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Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

9.13 Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:

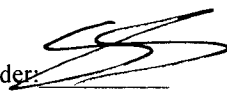
- a) Placing small and minority businesses and women’s business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women’s business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

9.14 Disaster Reservists.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

9.15 False Statements Act.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

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Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

9.16 Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

9.17 Retention of Records.

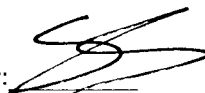
The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

**10.0 SPECIFICATIONS, REQUIREMENTS and BID PRICING:**

Additional specifications are found on the bid pricing form downloadable from Fort Bend County's website. See Section 1.4. Vendor is to provide pricing per hour to include but not limited to: mileage, travel expenses, etc. No additional fees are permitted other than the unit bid price included on the pricing form.

- 10.1 Vendor must provide language and/or sign language interpreting/translation Monday through Friday, Emergencies, Holidays and evening hours as specified herein. Please visit the County's website for a list of holidays:  
<https://www.fortbendcountytexas.gov/your-county/about-us/county-holidays>. The

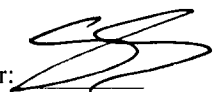
Initials of Bidder:



Pricing Form Excel file includes three (3) categories of translation/interpretation services. Vendor is not required to bid on all categories.

- 10.2 During Emergency Disasters, vendor must provide language and/or sign language interpreting services within a 12 hour notice from Fort Bend County.
- 10.3 Vendor is required to provide interpreting services for emergency disasters (“Project”) as well as for normal business, in accordance with the terms, conditions and requirements as stated herein and pursuant to Federal Emergency Management Agency (FEMA) and federal rules and regulations.
- 10.4 Vendor must provide Interpreter Services following Government Code Title 2. Judicial Branch, Subtitle D. Judicial Personnel and Officials, Chapter 57. Court Interpreters, Subchapter A. General Provisions, and provide a current copy of his/her certificate and/or license for Court Interpreter or Medical Interpreter from Texas Health and Human Services with their bid response.
- 10.5 Vendor must accept fax and email appointments by Fort Bend County. Telephone requests will not be permitted.
- 10.6 Vendor must adopt and implement workplace guidelines concerning persons with AIDS and HIV infection. Vendor must also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees and clients served in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Sec. 5.03 and Sec. 5.04.
- 10.7 Vendor must permit Fort Bend County to audit/inspect records and reports, review services and/or evaluate the performance of these services at any time. The Vendor must provide reasonable access to all the records and other necessary data and information needed to accomplish reviews of program activities, services and expenditures.
- 10.8 Fort Bend County will pay on an hourly basis ONLY with NO reimbursable charges (i.e. travel time, parking, etc.). The price per hour MUST include any and all reimbursable charges. DO NOT separate reimbursable charges. No additional fees are permitted.
- \*10.9 The responding vendor must provide the required certificate/s pertaining to the services in which their bid pricing is responding to.
- \*10.10 Healthcare Interpreters must provide a copy of their Certification Commission for Healthcare Interpreters certificate and/or National Board of Certification for Medical Interpreters certificate.
- \*10.11 Court Interpreters are required to provide a copy of their Master Court Interpreter

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certificate with bid response.

**11.0 INVOICES:**

11.1 Vendor must supply an invoice containing the following:

11.1.1 Date of service.

11.1.2 Type of service provided.

11.1.3 Name of client.

11.1.4 Total numbers of hours.

11.1.5 Name, address and federal ID number of service provider.

**12.0 REFERENCES:**

Vendors are required to submit, with bid, a minimum of three (3) letters of recommendation, on reference provider's letterhead, regarding language and sign language interpreter services, from whom they have provided these services during calendar year/s 2017, 2018 and/or 2019, including: company/entity name, representative name, phone number, email address and physical address.

**13.0 AWARD:**

This contract will be awarded to all bidders meeting specifications.

**14.0 REQUIRED FORMS:**

All bidders are required to complete the attached and provide with their submission:

14.1 Proof of Required Insurance

14.2 References, See Section 12.0.

14.3 Certificate

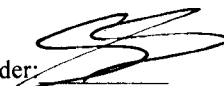
14.4 Vendor Form

14.5 W9 Form

14.6 Tax Form/Debt/Residence Certification

14.7 No Bid Questionnaire

Initials of Bidder:



CONTRACT SHEET  
B19-071

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 5<sup>th</sup> day of November, 2019,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Interpreters Unlimited, Inc. (hereinafter designated Vendor).  
(company name)

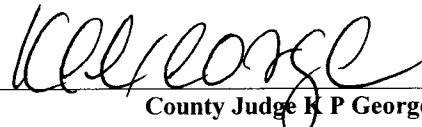
WITNESSETH:


The Vendor and the County agree that the bid and specifications for **Language and Sign Language Interpreting Services**, which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 5<sup>th</sup> day of November 2019.

Fort Bend County, Texas

By:   
County Judge K. P. George

By:   
Shamus Sayed  
2019.10.25 08:00:24 -07'00'  
Signature of Vendor

By: Shamus Sayed, Vice President  
Printed Name and Title





## Language List

IU provides interpretation and translation services including, but not limited to, the following languages:

|                              |                        |                              |
|------------------------------|------------------------|------------------------------|
| <b>Afrikaans</b>             | <b>Hmong</b>           | <b>Polish</b>                |
| <b>Akan</b>                  | <b>Hoiping Chinese</b> | <b>Pompango</b>              |
| <b>Albanian</b>              | <b>Hungarian</b>       | <b>Portuguese, Brazilian</b> |
| <b>Amharic</b>               | <b>Ibo</b>             | <b>Portuguese, European</b>  |
| <b>Apakapa</b>               | <b>Ilocano</b>         | <b>Punjabi</b>               |
| <b>Arabic (six dialects)</b> | <b>Ilongo</b>          | <b>Romanian</b>              |
| <b>Armenian</b>              | <b>Indonesian</b>      | <b>Russian</b>               |
| <b>Ashkarik</b>              | <b>Italian</b>         | <b>Samoan</b>                |
| <b>Assyrian</b>              | <b>Japanese</b>        | <b>Sephardic Konkani</b>     |
| <b>Azerbaijani</b>           | <b>Kamasaja</b>        | <b>Serbian</b>               |
| <b>Basque</b>                | <b>Kanarese</b>        | <b>Shanghai Chinese</b>      |
| <b>Bengali</b>               | <b>Kannada</b>         | <b>Sibuano</b>               |
| <b>Bosnian</b>               | <b>Kapangpangan</b>    | <b>Sicilian</b>              |
| <b>Bulgarian</b>             | <b>Karen</b>           | <b>Sign Language (ASL)</b>   |
| <b>Burmese</b>               | <b>Kinyarwanda</b>     | <b>Sindhi</b>                |
| <b>Cambodian</b>             | <b>Kirundi</b>         | <b>Sinhalese</b>             |
| <b>Cantonese</b>             | <b>Konkani</b>         | <b>Slovakian</b>             |
| <b>Catalan</b>               | <b>Korean</b>          | <b>Slovenian</b>             |
| <b>Cebuano</b>               | <b>Kurdish</b>         | <b>Somali</b>                |
| <b>Chamorro</b>              | <b>Laotian</b>         | <b>Spanish</b>               |
| <b>Chiu Chow</b>             | <b>Latvian</b>         | <b>Swahili</b>               |
| <b>Choktaw</b>               | <b>Lithuanian</b>      | <b>Swedish</b>               |
| <b>Chuukese</b>              | <b>Macedonian</b>      | <b>Tagalog</b>               |
| <b>Creole</b>                | <b>Malay</b>           | <b>Taiwanese</b>             |
| <b>Croatian</b>              | <b>Malayalam</b>       | <b>Tagrinyan</b>             |
| <b>Czech</b>                 | <b>Malaysian</b>       | <b>Tamil</b>                 |
| <b>Danish</b>                | <b>Mandarin</b>        | <b>Telugu</b>                |
| <b>Dari</b>                  | <b>Marathi</b>         | <b>Thai</b>                  |
| <b>Dutch</b>                 | <b>Mesquito</b>        | <b>Toisan</b>                |
| <b>Estonian</b>              | <b>Mestaco</b>         | <b>Tongon</b>                |
| <b>Farsi</b>                 | <b>Mien</b>            | <b>Tulu</b>                  |
| <b>Fijian</b>                | <b>Minh</b>            | <b>Turkish</b>               |
| <b>Fijian-Hindi</b>          | <b>Mixteco</b>         | <b>Ukrainian</b>             |
| <b>Finnish</b>               | <b>Moldavian</b>       | <b>Urdu</b>                  |
| <b>Flemish</b>               | <b>Mongolian</b>       | <b>Urghur</b>                |
| <b>French</b>                | <b>Nagamese</b>        | <b>Vietnamese</b>            |
| <b>Fukien Chinese</b>        | <b>Nepali</b>          | <b>Visayan</b>               |
| <b>Georgian</b>              | <b>Norwegian</b>       | <b>Yemeni</b>                |
| <b>German</b>                | <b>Nuer</b>            |                              |
| <b>Greek</b>                 | <b>Oaxaca</b>          |                              |
| <b>Gujarati</b>              | <b>Oromo</b>           |                              |
| <b>Haitian Creole</b>        | <b>Pangasinan</b>      |                              |
| <b>Hakka</b>                 | <b>Papiamento</b>      |                              |
| <b>Hebrew</b>                | <b>Pashto</b>          |                              |
| <b>Hindi</b>                 | <b>Persian</b>         |                              |



interpretation



translation



transportation



sign language

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

|   |   |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Interpreters Unlimited, Inc.</b>  |   |
| 2 Business name/disregarded entity name, if different from above  |   |
| 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____<br><small><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.)<br><b>P.O. Box 27660</b>  | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>San Diego, CA 92198</b>   |   |
| 7 List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|   |   |   |   |   |   |   |   |   |   |   |  |  |  |
|---|---|---|---|---|---|---|---|---|---|---|--|--|--|
| <b>Social security number</b>   |   |   |   |   |   |   |   |   |   |   |  |  |  |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>   |   |   |   |   | <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> |   |   |   |   |   |  |  |  |
|   |   |   |   |   |   |   |   |   |   |   |  |  |  |
|   |   |   |   |   |   |   |   |   |   |   |  |  |  |
| or  |   |   |   |   |   |   |   |   |   |   |  |  |  |
| <b>Employer identification number</b>   |   |   |   |   |   |   |   |   |   |   |  |  |  |
| <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">2</td> <td style="width: 25%; text-align: center;">0</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">5</td> </tr> <tr> <td style="width: 25%; text-align: center;">9</td> <td style="width: 25%; text-align: center;">0</td> <td style="width: 25%; text-align: center;">5</td> <td style="width: 25%; text-align: center;">6</td> </tr> <tr> <td style="width: 25%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">1</td> <td colspan="2"></td> </tr> </table> | 2 | 0 | - | 5 | 9   | 0 | 5 | 6 | 4 | 1 |  |  |  |
| 2   | 0 | - | 5 |   |   |   |   |   |   |   |  |  |  |
| 9   | 0 | 5 | 6 |   |   |   |   |   |   |   |  |  |  |
| 4   | 1 |   |   |   |   |   |   |   |   |   |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |                         |
|------------------|----------------------------|-------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <u>6/25/2019</u> |
|------------------|----------------------------|-------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





*JOHN MUIR BEHAVIORAL HEALTH CENTER-*

*CONCORD CAMPUS*

Randi Hackbarth  
2740 Grant St.  
Concord, CA 94507

January 10, 2017

Dear To Whom It May Concern:

I am writing a letter of reference for Interpreters Unlimited, Inc. I have been working with this organization since around 2001. Shamroze (Shamus) Sayed is the Vice President of Sales and Marketing and has been consistently responsive to special needs, and any concerns that have arisen. He has created a very user friendly billing system which allows us to confirm use by Dept. and obtain Manager approvals. We are currently requesting about 170 interpreters a month amongst 2 acute care medical centers, behavioral health and several clinics. I would be available to respond to any additional questions which you might have.

Sincerely,

Randi Hackbarth  
Dir. of Nursing & Patient Care Services  
CUAC Contract Coordinator  
925-674-4154



Medical Director  
Jared Beavers, M.D.  
501-526-8715

Program Director  
Carmen Irby, R.N.  
501-526-8732

FOLLOWING BABY BACK HOME  
UAMS/KIDS FIRST  
#1 Children's Way, Slot 512-39  
Little Rock, AR 72205  
501-526-8715

January 30, 2018

Re: Reference for Interpreters Unlimited, Inc.

To Whom It May Concern:

I am writing to recommend the services of Interpreters Unlimited, Inc. Our program has utilized its interpretation and translation services since 2009 and I have no complaints.

We utilize Spanish speaking interpreters greater than 10 times per month for the Spanish speaking families enrolled in our program. We've never had an issue scheduling an interpreter, even for last-minute and special accommodation requests. Their web portal system is convenient and easy-to-use, which is a tremendous benefit to our program.

I am happy to recommend Interpreters Unlimited. If you have any questions, please don't hesitate to contact me.

Sincerely,

*Carmen Irby*

Carmen Irby, MSN, RNP, CNS-BC  
Program Director  
University of Arkansas for Medical Sciences  
Department of Pediatrics - KIDS FIRST  
Following Baby Back Home Section  
Office Location: 333 Executive Court, Little Rock, AR 72205  
Mailing Address: 1 Children's Way, Slot #512-39, Little Rock, AR 72202  
Office Phone: 501-526-8732  
Office Cellphone: 501-258-2036  
Office email: cirby@uams.edu

---

**FOLLOWING BABY BACK HOME**

UAMS/Kids First  
#1 Children's Way, Slot 512-39  
Little Rock, AR 72205  
501-526-8715



Leticia Aguilar  
Supervisor, Interpreter/Coordinator  
UC San Diego Health  
200 West Arbor Dr.  
San Diego, Ca. 92103-8920

1/25/2018

Re: Reference for Interpreters Unlimited, Inc.

To Whom It May Concern:

I am writing to recommend the services of Interpreters Unlimited, Inc. Our four medical centers and numerous specialties/clinics utilize the On- Site interpretation services they offer. UC San Diego has been a client since 2008. We are very satisfied with the services.

We utilize approximately 60 interpreters per month. They are able to provide language services for approximately 100 foreign languages. They are great at providing last-minute and special accommodation requests. Their web portal system is convenient and easy-to-use, which is a tremendous benefit to our facility.

I am happy to recommend Interpreters Unlimited. If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Leticia Aguilar", written over a horizontal line.

Leticia Aguilar  
Office: 619-543-5205  
Email- lacuna@ucsd.edu



making connections nationwide

Cheryl Krejci, Senior Buyer  
Purchasing Department  
Fort Bend County  
301 Jackson, Suite 201  
Richmond, TX 77469

September 5, 2019

Dear Ms. Krejci,

Interpreters Unlimited is grateful for the opportunity to submit a response to your solicitation for Language and Sign Language Interpreting Services for Fort Bend County.

As a **business focused on ensuring that all individuals, including children and families in limited English proficiency communities, as well as those in the Deaf and Hard of Hearing community, have equal access to county services and programs**, IU Group brings our experience, our reliability, and our commitment to customer satisfaction to all our language services.

For 50 years, we've worked to provide quality interpretation and translation services to a wide array of industries, all to support our core goal of overcoming communication barriers in public life. This mission means that it is not enough to just earn your business; we want to earn your trust.

IU Group does this by providing reliable and exemplary language services, and by putting our clients *first*, something we believe separates us from our competitors. With IU, you get:

- A **live person to speak with** when calling our offices or tech support, along with a dedicated management staff accessible 24 hours a day, seven days a week.
- A national network of **9,000+ skilled interpreters and translators**
- A **50-year track record** of providing exceptional customer service, fulfilling language services, and conforming to contract specifications
- An easy to use **Portal to Portal interface called IU Match Connect**
- **Performance Guarantees** for all of our services

If you have any questions or concerns, please do not hesitate to contact me. We look forward to the chance to provide language interpretation services for Fort Bend County.

Respectfully,

Shamus Sayed, Chief Operations Officer  
(858) 866-1130  
shamus.sayed@iugroup.com



interpretation



translation



transportation



sign language

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2019-534139

Date Filed:  
 08/28/2019

Date Acknowledged:  
 11/05/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Interpreters Unlimited, Inc.  
 San Diego, CA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B19-071  
 Interpreting Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
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|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)