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AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **TELELANGUAGE, INC.,** an Oregon Corporation, with its principal place of business located at 610 SW Broadway, Suite 200, Portland, Oregon 97205 (the "Contractor"), jointly "the Parties" and individually a "Party."

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, ("Executive Director") or the Executive Director's Designee.

2. SERVICES TO BE PERFORMED:

2.1. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A,** the **Scope of Work**, to the City's satisfaction.

2.2. The Contractor is ready, willing, and able to provide the services required by this Agreement.

2.3. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on November 1, 2022, and will expire, unless sooner terminated, on October 31, 2025 (the "Term"). Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director. The term of the Agreement may be extended on the same terms and conditions, for an additional two (2) one (1) year term, upon a written amendment to this Agreement prior to the expiration of the current term.

4. COMPENSATION AND PAYMENT

4.1. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **EIGHT**

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HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($850,000.00) for fees. Amounts billed may not exceed rates set forth in **Exhibit** B.

4.2. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B.** Amounts billed may not exceed the budget set forth in **Exhibit B.**

4.3. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in **Exhibit A and Exhibit B**.

4.4. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.5. Maximum Contract Amount

4.5.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS** (**$850,000.00**) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement.

4.5.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION

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6.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

6.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement,

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the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

9.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain,

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at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

9.2 Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

9.3 Additional Insureds: For Commercial General Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

9.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

9.5 Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

9.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

9.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and

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property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

9.8 Cyber Liability: Contractor shall maintain Cyber Liability coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

10. DEFENSE AND INDEMNIFICATION

10.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

10.2. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

10.3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

10.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

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The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

10.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq*.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq*. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

18. CONFLICT OF INTEREST

18.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*., or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

18.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at the addresses below:

Executive Director of General Services or Designee
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

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With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

20.2. The Contractor certifies that:

20.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

20.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

20.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

20.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without

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authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

20.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

20.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

21. **DISPUTES**: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge,

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promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to

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the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

29. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any

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presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CONFIDENTIAL INFORMATION

31.1. "**Confidential Information**" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

31.2. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

31.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this

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Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

31.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S., (the "Act"). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

32. **FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended or suspended for a period as may be reasonably necessary to compensate for such delay.

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33. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to

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this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

Exhibits:

Exhibit A - Scope of Work

Exhibit B - Pricing

Exhibit C - Certificate of Insurance

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Contract Control Number: GENRL-202264526-00
Contractor Name: TELELANGUAGE, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

DocuSign Envelope ID: A389DE80-888F-45BC-9004-A062CD755709

Contract Control Number: GENRL-202264526-00
Contractor Name: TELELANGUAGE, INC.

By: DocuSigned by: Hayley Emmons 61AAB13EAFBB4BD...

Name: Hayley Emmons
(please print)

Title: Director of Contracting
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 BACKGROUND/OVERVIEW:

The City and county of Denver and its extensive network of service providing agencies serve an ethnically and linguistically diverse community. The ability to field calls and provide a timely response to all callers requiring language access services is a vital component of public safety and customer service to our citizens. The Contractor shall provide 24 hour, 7 days per week, 365 days per year "any language" interpretation services to the City's authorized call takers and dispatchers. Services include on-demand and pre-scheduled interpretation by telephone and/or remote video. Commonly interpreted and translated languages include, but are not limited to: **Spanish, Vietnamese, Amharic, Chinese (Mandarin and Cantonese), Arabic, Russian, and French (incl. Cajun), Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian, Khmer, Armenian, Swahili**, **Dari, Pashtun and Ukrainian.**

Non-Core Languages. All continuously available 24 hours per day, 7 days per week, 365 days per year.

Acholi	Dutch	Ilocano	Mam	Spanish
Afrikaans	Estonian	Indonesian	Mandarin	Susu
Akan	Ewe	Italian	Mandingo	Swedish
Akateko	Falam	Japanese	Maninka	Tagalog
Aklanon	Fanti	Javanese	Marathi	Taiwanese
Albanion	Fiji Hindi	Jola	Marshallese	Tajik
Aramaic	Finnish	Kachi	Mien	Tamil
Assyrian	Flemish	Kanjobal	Mina	Telegu
Aymara	Foochow	Kannada	Mixteco	Temne
Azerbaijani	Fukienese	Karon	Moldavian	Thai
Bambara	Fulani	Kashmiri	Mongolian	Tibetan
Bantu	Fulfulde	Kayah	Montenegrin	Tigrinya
Basque	Ga	Kazakh	Mortlockese	Toishanese
Behdini	Galician	Kinyarwanda	Navajo	Tonga
Bengali	Garifuna	Kirghiz	Neopolitan	Turkish
Berber	Georgian	Kirundi	Nigerian Pidgin	Twi
Borana	German	Kizigua	Norwegian	Uyghur
Bosnian	Gorani	Krahn	Nuer	Uzbek
Bravanese	Greek	Krio	Oromo	Visayan
Bulgarian	Guarani	Kunama	Pangasinan	Waray
Cambodian	Guizhou	Kurdish	Pashto	Wenzhounese
Cantonese	Gujarati	Kurmanji	Patois	West African Creole
Cape Verdean	Haitian Creole	Kwawu	Polish	Wolof
Catalan	Hakha	Lahu	Portuguese	Xhosa

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Cebuano	Hakka	Laotian	Punjabi	Yapese
Chaldean	Harari	Latvian	Romanian	Yemen
Chamorro	Hausa	Liberian	Romansch	Yiddish
Chin	Hebrew	Lingala	Samoan	Yoruba
Chiu Chow	Hindi	Lithuanian	Serahule	Yupik
Chuukese	Hindko	Luganda	Serbian	Zanniat
Croatian	Hmong	Luo	Shanghainese	Zulu
Czech	Hokkien	Luxembourgeois	Sichuan	Zyphe
Danish	Huizhou	Maay Maay	Sierra Leone	*Additional languages*
Dinka	Hunanese	Macedonian	Creole	*available upon request*
Duala	Hungarian	Maharathi	Sindhi	
	Ibo	Malay	Sinhalese	
	Icelandic	Maltese	Slovok	
			Sorani	

Interpretation services include, but are not limited to, the following:

- On-demand and pre-scheduled telephone and/or video remote interpretation services providing business, legal and medical-related information in either public, private or community facility environments for emergency and non-emergency situations. Most of the needs would be during normal business hours however, in the event of an emergency, an immediate response will be required. The City will attempt to give 24- 48-hours' notice of need for non-emergency service requests.

- Telephone interpretation services are via a three-way telephone conversation consisting of a non-English or limited-English speaking caller, a City call taker or customer service representative, and the language interpreter. The nature of the telephone calls requiring such service are 911 calls to the Office of Emergency Management and Communications (OEMC) 911 Center and 311 calls to the OEMC Backup Call Facility. The 911 calls involve citizens calling to request emergency police, fire, and medical services. The 311 calls involve citizens calling to request various non-emergency City services and filing certain types of police reports. In such cases, the resident/patron first calls the City call taker or customer service representative, and the City staff accesses the translation service by turning the call into a three-way telephone conversation. The awarded Provider will deliver a solution for customers who need interpretation services in the absence of a City customer service representative. The awarded Provider's operators will be able to direct calls to be interpreted without the assistance of a City customer services operator. Such service must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty- five days (365) per year, and the OEMC and the Department of Family and Support Services staff must receive access to an interpreter within 30 seconds of connection of telephone calls. Other departments will require a 60 second connect time.

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- Provide the Denver Police Department with "Point to the Language" cards and quick reference guides for users to the available at their desk and in all police vehicles.

A.2 SCOPE OF WORK

A.2.a **Interpretation Services:**

- Provide a single, toll-free, nationwide 800-number to access all services.
- Provide service utilization tracking and billing through the use of access codes, user ID's or other mechanisms that differentiates the many departments within a City Department(s)/Agency.
- Procedure Manual: Provide a manual and/or training, as requested, to City agencies on how to use the services. The training will, at a minimum, include hard copy documentation and/or web-based documentation of processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution. Any changes to the Procedure Manual shall be submitted to the City's General Services Contract Administrator within two (2) weeks of the Interpreter Procedure Manual being revised.

The following Provider requirements will apply for interpretation services:

1. All calls must be Live Agent – Operator Assisted.
2. Some using agencies may be a HIPAA covered entity. Therefore, the Provider must be HIPAA compliant.
3. Provide pre-qualified, tested and industry-assigned language professionals to all calls.
4. Provide on-site training as needed for service overview and to facilitate interpreter/call center agent interaction.
5. Provide interpretation free from disruptive background noise.
6. Provide toll-free 24-hour technical support.
7. Have a single point of contact for problem resolution for all City accounts.
8. Provide complaint acknowledgement within 12 hours of a reported incident.
9. Provide complaint resolution within 24 hours of initial response.
10. Maintain or reduce call-length averages in line with industry standards.
11. Provide monthly invoices and call detail report statements by identifiable Accounts.
12. Month-end statements must be issued "electronically". Electronic statements should arrive within one week following the end of the month.
13. Deliver a monthly report on service level performance. The Contractor shall provide a web-based platform for access to all required reports. The report should include:
    a. Percent of calls that meet target time and report in 30 second intervals on calls that do not meet target time (i.e., 95% of calls answered in less than 60 seconds, 3 calls answered in 60-90 seconds, 2 calls answered in 90-120 seconds, etc.) for both emergency and non-emergency categories. Service level parameters may be adjusted by mutual understand between the Contractor and the City if work efficiencies are attained by the Contractor

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b. Average time, minimum time, and maximum time that calls were in the queue for both emergency and non-emergency categories.
c. Average length of time required to process calls as well as the minimum and maximum length of time required to process calls.
d. "Top 10" languages requested
e. The Contractor may be required to create additional reports as request by the City.

Interpreter Qualifications (Individuals):

- Thoroughly knowledgeable about U.S. domestic culture. Interpreters utilized from a foreign country are not acceptable unless the potential interpreter was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular interpretation request must be brought to the City and/or Agency for resolution.
- Should be screened and tested for proficiency in both written English and the target language(s), by the awarded provider, with affiliation/accreditation from the American Translators Association (www.atanet.org) or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.
- Be able to act as a bridge, providing the City and/or Agency with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness. Be able to provide simultaneous interpretation as applicable when requested.
- Knowledgeable of and comply with HIPAA related privacy guidelines.

Telephone Interpretation Services

- Provide conference-calling services and capabilities.
- Emergency Interpretation Services: Provide interpretation services in an emergency situation such as a natural disaster, during or after regular hours. Emergency situations include but are not limited to the capacity to support an increased volume of calls and provide accurate information to callers from the general public that may call the City and/or Agency for information. The Contractor must be willing and able to participate in briefing activities related to emergency operations when/if it becomes activated.
- Billing of Telephone Interpretation Services: Telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate specified in the pricing document. Partial minutes or any portion of a full minute may be rounded up to the next highest minute. Length of the call is measured from the time the appropriate target language interpreter is on the line and able to act as an intermediary to the time City and/or Agency staff terminates the call. Response times or wait times will not be included in the billable call time. Wait times includes, but is not limited to, time spend in the Contractor's call menu system, with a dispatcher, or in a queue for an interpreter.

Interpretation Call Procedure:

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- The City shall initiate an interpretation call using an (800) number assigned by the Vendor.
- Caller will choose the appropriate prompt to select the language desired. 911 will be provided a unique Automatic Number Identifier (ANI), as well as have the option to configure the service in an automated or live process based on the primary language and all other languages.
- After call is connected with an interpreter, the interpreter will follow a pre-approved scripted greeting. This greeting will differ from emergency and non-emergency calls. Note that this greeting may change occasionally based on the needs of specific City agencies.
- Interpreter shall perform an "exact" interpretation, keeping in mind proper grammar, sentence structure, etc.

Video Remote Interpreting

- The Contractor will provide video remote interpreting shall be provided Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Local Time, upon request by the City and/or Agency for Core languages within 45 minutes of the time services are requested.
- The Video Remote Interpreting system must be compatible with desktop and laptop computers as approved by the City and/or Agency.
- Billing of Video Remote Interpreting: Video Remote Interpreting services will be billed in sixty (60) second or one (1) minute increments during both standard hours and non-standard hours at the per minute rate specified in the pricing document.
- Connection to the internet is required.

A.3 PROVIDER REQUIREMENTS

The Provider's overall staff should have the capability of accurate interpretation for a minimum of 140 languages, specifically those indicated in Section A.1. Interpreters assigned to the City shall also have experience in law enforcement and emergency communications.

The Provider should monitor and train their staff's skills regularly with industry, law enforcement and emergency communication practices. The Provider will supply documentation to the user Departments that demonstrate their staff has been trained and educated to support these interpreter skills described herein.

The interpreters shall be continuously monitored by the Contractors Quality Assurance Team.

The Contractors on-going Training and Education programs should ideally include the following subject matters and topics.

PROGRAM	TOPICS/DESCRIPTION

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Education	*Overview of the* U.S. *insurance, healthcare, legal and financial system. Overview of cultures, language elements, overview of common insurance, healthcare, legal and financial processes and routines, industry-specific terminology & acronyms, culture of industry, and additional vocabulary.*
Training	*Comprehension and memory skills, etiquette, self-assessment, interpreting protocols/procedures, critical thinking, interpersonal skills, mastery of interpreting skills, cultural awareness, accuracy, professionalism and development, role boundaries, impartiality, confidentiality.*
Practice	*Pronunciations, Interactions, Interpreting modes, Simulated Situations and Encounters, Decision-Making exercise, Protocols, Storytelling, Memory Exercises, Note-taking Exercises, Terminology Building Exercises, Error Analysis, Skill Development, Presentations.*
Testing/Examination	*Tests and Exams include Written and Oral assessments for language proficiency, knowledge, and skills. The medical interpreter must have a passing score of 90% or above.*
Evaluation/Feedback	*Contractor 's Quality Assurance Team evaluates assessment results and provides feedback and suggestions for improvement. Continued education, training, practice and/or re-assessment may be administered.*

Annual Continuing Education Requirements:

Educational Program	Minimum Hours
Lecture	18 hours
Lab	40 hours
Practicum	14 hours
Instructional/Testing	8 hours
Total	80 hours

Subject matters covered:

- Etiquette/protocol
- Legal terminology
- Medical terminology
- Cultural sensitivity

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- Technology/technical advancements terminology
- Procedural changes/modifications

Curriculum:

- Lecture
- Lab
- Practicum
- Instructional/Testing

A.4 : CODE OF ETHICS AND STANDARDS OF PRACTICE FOR INTERPRETERS

All interpreters are required to sign and agree to uphold specified professional and ethical standards. The following code of ethics and standards of practice are required for all interpreters.

Ethics:

1. Cultural sensitivity and respect: interpreters shall be aware of the cultural differences that may exist and are sensitive and respectful to the individual(s) they serve.

2. Impartiality: The interpreter shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The medical and law enforcement shall avoid distorting the message in favor of one party or the other.

3. Non-discrimination: Interpreters shall always be neutral, impartial and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.

4. Conflict of interest: Interpreters shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's right to confidentiality or constitute a conflict of interest.

5. Withdrawal: Interpreters who are unable to ethically perform in a given situation shall refuse or withdraw from the assignment without threat of retaliation.

Professionalism:

1. Professional integrity: Interpreters shall demonstrate professionalism and personal integrity, including:

- If the interpreter believes they may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide a corrected interpretation/translation.
- If the interpreter believes they are so impacted by the content to be interpreted/translated that they become unable to interpret accurately and completely, they shall inform the parties of their intent to withdraw without threat of retaliation.

2. Accuracy: Interpreters shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the interpreter shall interpret everything the speaker says without changing the meaning, conveying what is said and how it is said without

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additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.

3. Role boundaries: interpreters shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking but does not represent personal involvement in their interpretation.

4. Self-evaluation: Interpreters shall accurately and completely represent their certifications, education, training, and experience.

5. Personal demeanor: Interpreters shall be punctual and prepared in an appropriate manner and not distracting from the situation.

6. Inability to perform: Interpreters shall assess at all times, their ability to interpret. Should interpreters have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat of retaliation.

7. Professional development and training: Interpreters shall ensure to acquire ongoing development of their skills and knowledge through professional training, continuing education and interaction with colleagues and specialists in related fields.

8. Cultural competency: Interpreters shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters will strive to bridge the cultural differences between all participating parties, by seeking to minimize and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs or expectations. When clashing cultural beliefs, or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter may assist by sharing cultural information or helping develop an explanation that can be understood by all.

9. Advocacy: Interpreters shall speak out and act as an advocate when the patient's health, wellbeing or dignity is at risk. The medical interpreter may notify their supervisors of any patterns of abuse or mistreatment, especially towards a patient, in order to prevent harm to anyone.

Confidentiality:

1. Interpreters shall not divulge any information learned in the performance of professional duties.

2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening themselves or others, or where the interpreter determines to the best of their ability, that non-disclosure may result in harm.

3. Disclosure: interpreters shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

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A.5 INTERPRETER LICENSING REQUIREMENTS

The Contractor will only work with certified interpreters who have passed an examination from a recognized agency that is comparable to or exceeds the standards of the American Translators Association or has successfully completed Contractor's rigorous training and passed the language assessment exam. As a result, Contractor interpreters will be of the highest quality, providing the City with the best of the best in interpreting and translating services.

Interpreters will be designated to the City based on industry need such as specialties in legal, medical, and other technical skills. In addition, interpreters should be trained to handle all Emergency and non- Emergency calls. Upon request, copies of interpreter certification(s) shall be provided.

A.6 EQUIPMENT REQUIREMENTS

The Contractor will provide and maintain redundant telephone system equipment, fully capable of all the functionality of its primary equipment at its operator's center and a secondary offsite communications facility. The redundant system must be capable of immediate access in the event of a failure of the primary system. All telephone equipment used and operated by the Contractor must feature back-up electrical power protection so to avoid any system failure due to electrical power failures or outages. OEMC requires all calls to be stored and recorded for a minimum of 30 days.

A.7 REPORTING REQUIREMENTS

The Contractor will provide reports on a monthly and annual basis to each participating City Agency, the delivery interval of reports is subject to change as needed by the City. The report is to reflect, at a minimum, invoice details, connection times, languages, identification of the individual interpreter and name of the call taker, duration of the call, and City Department. The City will accept a code unique to each interpreter as interpreter identification. Additional reports shall be provided upon request by the City.

A.8 INVOICING AND DELIVERY

Invoicing Requirements:

Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- City Agency Identifier
- Itemized charges, including unit of measurement

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- Additional information may be requested as deemed necessary by the City
- Total charge

A monthly billing statement shall be provided (as required).
All services must be invoiced within thirty (30) days from completion of work.

A.9 RECORD KEEPING

1. Vendor shall retain accurate call logs, which contain the following information at a minimum. Note that these logs shall be accessible either on demand via an email request from the City, or available online through an account portal.
    a. Call date
    b. Call duration
    c. Connection wait time
    d. Classified as emergency or non-emergency
    e. Agency/phone number/account which initiated the call
    f. Language
    g. Additional information may be requested as deemed necessary by the City
    h. Total call cost

All records shall be held for the duration of the contract, and for one year thereafter.

A.10 COOPERATIVE PURCHASING

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The successful vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs, damages incurred by any other entity.

A.11 VENDOR PERFORMANCE MANAGEMENT:

The General Services Contracts Office may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Contracts Office of exceptional performance or any problems related to the purchased goods and services.

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Exhibit B – Pricing Tables

TELEPHONE INTERPRETATION SEVICES

The below chart is for a per minute rate for telephone interpretation services 24 hours per day, 7 days per week, 365 days per year for both core and non-core languages. ***Pricing shall be firm and fixed for the full term of the contract to include any available contract extensions***.

DESCRIPTION OF SERVICES	CORE LANGUAGES	NON-CORE LANGUAGE CONTINUOUSLY AVAILABLE	NON-CORE LANGUAGE NOT CONTINUOUSLY AVAILABLE
PER MINUTE RATE * SPANISH ONLY *****	**0.64**	**0.64**	**0.64**
PER MINUTE RATE (ALL LANGUAGES *EXCEPT* SPANISH)	**0.64**	**All Languages See List Below 0.64**	**0.64**

Additional Services	
Description of Services	**Cost Per Minute**
Domestic 3rd Party Calls	**No charge**
International 3rd Party Calls	***dependent on country**

Minimum Core Languages to be provided:

Spanish, Vietnamese, Amharic, Chinese (Mandarin and Cantonese), Arabic, Russian, and French (incl. Cajun, French spoken in Western and Central Africa), Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian, Khmer, Armenian, Swahili, Dari, Pashtun, and Ukrainian.

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Non-Core Languages. All Continuously available 24 hours per day, 7 days per week, 365 days per year.

Acholi	Dutch	Ilocano	Mam	Spanish
Afrikaans	Estonian	Indonesian	Mandarin	Susu
Akan	Ewe	Italian	Mandingo	Swahili
Akateko	Falam	Japanese	Maninka	Swedish
Aklanon	Fanti	Javanese	Marathi	Tagalog
Albanion	Farsi	Jola	Marshallese	Taiwanese
Amharic	Fiji Hindi	Kachi	Mien	Tajik
Arabic	Finnish	Kanjobal	Mina	Tamil
Aramaic	Flemish	Kannada	Mixteco	Telegu
Armenian	Foochow	Karen	Moldavian	Temne
Assyrian	French	Karon	Mongolian	Thai
Aymara	French Creole	Kashmiri	Montenegrin	Tibetan
Azerbaijani	Fukienese	Kayah	Mortlockese	Tigrinya
Bambara	Fulani	Kazakh	Navajo	Toishanese
Bantu	Fulfulde	Kinyarwanda	Neopolitan	Tonga
Basque	Ga	Kirghiz	Nepali	Tongan
Behdini	Galician	Kiribati	Nigerian Pidgin	Turkish
Belarusian	Garifuna	Kirundi	Norwegian	Twi
Bengali	Garre	Kizigua	Nuer	Ukrainian
Berber	Georgian	Korean	Oromo	Urdu
Borana	German	Krahn	Pangasinan	Uyghur
Bosnian	Gorani	Krio	Pashto	Uzbek
Bravanese	Greek	Kunama	Patois	Vietnamese
Bulgarian	Guarani	Kurdish	Polish	Visayan
Burmese	Guizhou	Kurmanji	Portuguese	Waray
Cambodian	Gujarati	Kwawu	Punjabi	Wenzhounese
Cantonese	Haitian Creole	Lahu	Romanian	West African Creole
Cape Verdean	Hakha	Laotian	Romansch	Wolof
Catalan	Hakka	Latvian	Russian	Xhosa
Cebuano	Harari	Liberian	Samoan	Yapese
Chaldean	Hausa	Lingala	Serahule	Yemen
Chamorro	Hebrew	Lithuanian	Serbian	Yiddish
Chin	Hindi	Luganda	Shanghainese	Yoruba
Chiu Chow	Hindko	Luo	Sichuan	Yupik
Chuukese	Hmong	Luxembourgeois	Sierra Leone	Zanniat
Croatian	Hokkien	Maay Maay	Creole	Zulu
Czech	Huizhou	Macedonian	Sindhi	Zyphe
Danish	Hunanese	Maharathi	Sinhalese	*Additional languages*
Dari	Hungarian	Malay	Slovok	*available upon request*
Dinka	Ibo	Malayalam	Somali	
Duala	Icelandic	Maltese	Sorani	

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VIDEO REMOTE INTERPRETATION SERVICES

Video remote interpretation services will occur during standard operating hours (Monday through Friday, 8:00 am to 5:00 pm local time) for both core and non-core languages

Local time is defined as Mountain Standard Time as the local time of the City and County of Denver. Continuously available means available 24 hours per day, 7 days per week.
Core and Non-Core Languages will be the same as those in Telephone Interpretation Services.
Pricing shall be firm and fixed for the full term of the contract to include any available contract extensions.

	Core Languages	**Non-Core Languages Continuously Available**	**Non-Core Languages Not Continuously Available**
Standard Hours Per Minute Rate **Spanish Only**	**0.64**		
Standard Hours Per Minute Rate (All Languages Except Spanish)	**0.64**	**0.64**	**0.64**
Non-Standard Hours Hourly Rate **Spanish Only**	**0.64**		
Non-Standard Hours Hourly Rat (All Languages Except Spanish)	**0.64**	**0.64**	**0.64**
Any Additional Costs	None	None	None

Description of Services	**Cost Per Minute**
Domestic 3rd Party Calls	Free
International 3rd Party Calls	*dependent on country

***Virtual Interpretation (*Zoom, Teams, Duo, Meet, etc.) - $69.99/hour**

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ACORD® Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2022

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

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

PRODUCER	CONTACT NAME: Karen Lundberg	
Christensen Group	PHONE (A/C, No, Ext): (952) 653-1000	FAX (A/C, No): (952) 653-1100
9855 West 78th Street, Ste 100	E-MAIL ADDRESS: klundberg@christensengroup.com	
Eden Prairie MN 55344	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Citizen Ins. Co. of America	31534
INSURED	INSURER B : Allmerica Financial Benefit	41840
Propio LS, LLC; Vocalink, LLC; Intelligere, LLC; Propio Holdings, LLC	INSURER C : Mount Vernon Specialty Insurance Company	14420
Arch Language Network LLC; LSP Ware, LLC; Telelanguage, Inc.	INSURER D : Federal Ins Co	
10801 Mastin Blvd Suite 580	INSURER E :	
Overland Park KS 66210	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22/23 LIABILITY **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			OBXJ052048	06/21/2022	06/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AWXJ052020	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			OBXJ052048	06/21/2022	06/21/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2XJ052029	06/21/2022	06/21/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
CD	Professional-E&O/Cyber Liab Crime			DPS4002128A/82620445	06/21/2022	06/21/2023	Professional Liab Cyber Liab Crime/Empl Dishonesty	$5,000,000 $5,000,000 $1,000,000

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

Excess Cyber Liability | 5DA3FF0000135-01 | 6/23/2022-6/01/2023 | $5,000,000 Limit
Contract #202264526 City and County and Denver its elected and appointed officials, employees, and volunteers are included as an Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER

City and County of Denver
201 W. Colfax Ave
Dept 304, 11th Floor
Denver CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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