

Amplexor Proposal for Region 4 Education Service Center ("ESC")

Interpretation and Translation Services and Related Solutions

Nicholas Butler, *Sales Manager*

Reviewed by:

Ana Fuentes, *Director Partnership Program*

Arnaud Daix, *SVP Sales and Account Management*

August 31st, 2021

8/31/2021

Crystal Wallace
Business Operations Specialist
Region 4 Education Service Center ("ESC")

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Amplexor, Inc.
Tel: +1 (973) 525 9482

625 Whitetail Blvd, WI 54022
River Falls, Wisconsin

Dear Region 4 ESC,

Thank you for considering Amplexor, an Acolad company, as a partner for Region 4 Education Service Center ("ESC") Interpretation and Translation Services and Related Solutions solicitation.

After reviewing all requirements and objectives related to the evaluation, we have prepared this proposal to outline our capabilities as a leading Localization Service Provider in the language industry. If selected by Region 4 ESC and OMNIA Partners, our Sales and Marketing team will continue to work with all members of your organization to design and customize a program that will make it easy for your members to engage. Moreover, we will leverage and extend the program at the national level to ensure that the largest possible number of agencies will benefit from it.

We approach our business with the objective to make any engagement a great experience for our customers. This is achieved through the usage of multiple components, including our Translation Management System, which acts as a central hub for all multilingual activities and is provided at no cost to all participating agencies. We also have experienced staff across the US and beyond who understands the requirements and expectations from public organizations. Being easy to engage with through scale and flexibility and delivering a consistent experience to participating agencies is our commitment to Region 4 ESC.

We look forward to the opportunity to further engage and continue to create value for Region 4 participating agencies through OMNIA Partners.

Sincerely,



Nicholas Butler
Sales Manager

nbutler@acolad.com
+1 (973) 525 9482



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-06

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Interpretation and Translation Services and Related Solutions

SUBMITTAL DEADLINE: Tuesday, August 31, 2021, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Interpretation and Translation Services and Related Solutions ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Interpretation and Translation Services and Related Solutions. Addendum No. 1 is hereby issued as follows:

1. **II. Calendar of Events Deadline** corrected to read:

<u>Event</u>	<u>Date</u>
Issue RFP	July 7, 2021
Pre-proposal Conference	July 20, 2021
Deadline for receipt of questions via email	July 23, 2021
Issue Addenda (if required)	TBD
NEW Proposal Due Date	August 31, 2021
Approval from Region 4 ESC	October 26, 2021
Contract Effective Date	January 1, 2022

2. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, August 24, 2021 @ 2:00 PM Central Time and extended as indicated below and above:

- Tuesday, August 31, 2021 @ 2:00 PM Central Time

3. III. INSTRUCTION TO OFFEROR #5, Proposal Format replaced with the following:

Proposals must contain two (2) electronic copies on flash drives (signed). Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a binder format (see #6. Binder Tabs) clearly identified with the name of the Offeror's company and the solicitation name and number.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

4. Appendix C, DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) – Notary requirement is waived until further notice.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name AMPLEXOR, INC.

Contact Person ARNAUD DAID

Signature 

Date AUGUST 25 2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer and Contract Signature Form

Appendix A and Appendix B

1 Draft Contract and Offer and Contract Signature Form (Appendix A) 3
2.a Terms and Conditions Acceptance Form (Appendix B) 4
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1 Draft Contract and Offer and Contract Signature Form (Appendix A)

Please see "1 Draft Contract and Offer and Contract Signature Form (Appendix A).pdf".

2.a Terms and Conditions Acceptance Form (Appendix B)

Please see "2 a. Terms and Conditions Acceptance Form (Appendix B).pdf".

3 21-06_Addendum_1.pdf

Please see "3 21-06_Addendum_1.pdf".

Amplexor is a global content partner, providing a full suite of language and content solutions, services and technologies. For over 30 years, we've been helping companies across industries to succeed in international markets through end-to-end strategies. We address all content-related needs: from digitalization to globalization. In 2020, Amplexor joined the Acolad group, strengthening the group's leading position across industries and geographies.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Interpretation and Translation Services and Related Solutions("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

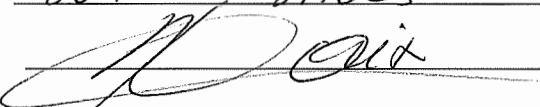
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name AMPLEXOR, INC.
Address 625 WHITETAIL BLVD
City/State/Zip RIVER FALLS, WI 54022
Telephone No. +1 715 426 9505
Email Address ARNAUD.DAIX@AMPLEXOR.COM
Printed Name ARNAUD DAIX
Title SVP SALES
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Contract Page 6	Clause 30. Indemnity	Additional to clause: Contractor shall not be held liable for any consequences, third-party claims and resulting liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of:	
		- any act or omission of the Customer or any of its Representatives;	
		- actual or alleged violation of the rights of others in and to any copyrighted material, trade secret, know-how, or other confidential information or proprietary rights by reason of [A+A]'s performance of the Services;	
		- Customer's misuse or modification of the Services after Customer's acceptance thereof, unless such modification is directed by Contractor.	
		Contractor's compliance with or inclusion of any direction or materials provided by the Customer.	
		Customer will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise agreed to in writing. However, if Customer, after receiving notice of any such proceeding, fails to within a reasonable time not to exceed 30 (thirty) days begin the defense of such claim or action, Contractor may	
		(without further notice to Customer) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Customer.	



Tab 2 – Products / Pricing

Translation and Related Services 3

Telephone Interpretation Services..... 12

Video Remote Interpreting..... 12

Onsite Interpretation Services..... 13

American Sign Language (ASL) 14

Conference Interpretation – Onsite and Remote 15







Translation and Related Services

Offerors shall provide auditable pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Services

Service	Definition	Unit	Rate
Professional Translation	Translation, Revision and Proof/Review of source content into target languages. A full translation, revision, and proof done in one linguistic phase, which is performed by three separate linguists. This process is used to ensure consistency and quality at the time of translation. See additional definitions below.	Word	See pricing below.
		Hourly	See pricing below.
Project Management	These tasks include project setup, resource management (linguist and graphic design teams), file handling and preparation, project processing, quality process and checks, project notifications, and project packaging and delivery. There will be a dedicated Project Manager for each Participating Agency.	[REDACTED]	[REDACTED]

<p>Desktop Publishing / Formatting / Graphic Design</p>	<p>These tasks include preparation of source files for translation processing, source file creation, formatting/layout clean-up of translated files, image formatting, text extraction, layout quality assurance, edit implementation, compiling multilingual files, file packaging, and resource management.</p>		
<p>Localization Engineering (website, software, e-Learning)</p>	<p>Performed by Amplexor's localization engineers, these are technical-oriented tasks associated to file handling to ready and structure them for the translation process. Upstream this includes pre-processing (parser configuration, file compiling, pseudo localization, roundtrip efforts) as well as downstream efforts (localization testing - both functional and linguistic, internationalization testing, reconstructing files, Audio/video engineering, and edit implementation).</p>		
<p>Terminology and Style Guide Creation</p>	<p>Our terminology specialists can assist in the development of Style Guides specific to your product or content. We can also assist with the source term extraction and translation of glossary and termbases terms.</p>		

Linguistic QA and Sign-off	<p>This occurs in-context in the original design format to provide a final linguistic review of the translations and formatting once implemented into the final design files.</p> <p>This review could be executed in a number of formats, including PDF, screen shots and a test environment (i.e., software, website, or e-Learning module).</p>	[REDACTED]	[REDACTED]
Revision / Review of content translated by third party	<p>Revision, editing, review, proofreading of content translated by other resources/suppliers.</p>	[REDACTED]	[REDACTED]
Video Localization / Subtitling (Pre-recorded content)	<p>These tasks include transcription, SRT file creation, subtitling, subtitle burning, and on-screen creation. For translation tasks within video localization processes, Professional Translation Per-Word rates apply.</p>	[REDACTED]	[REDACTED]
Dubbing (lip synced / timed)	<p>The translation of the original dialogue is carefully matched to the lip movements of the actors onscreen. For translation tasks within dubbing processes, Professional Translation Per-Word rates apply.</p>	[REDACTED]	[REDACTED]
Voice Over (untimed)	<p>Re-voicing the original off-camera soundtrack. For translation tasks within voice over processes, Professional Translation Per-Word rates apply.</p>	[REDACTED]	[REDACTED]

Live CART (Communication Access Real-Time Translation), Captioning, Transcription	Realtime classroom and meeting captioning and transcription on demand.	[REDACTED]	[REDACTED]
SEO Creation and Localization	Keyword creation, research, and injection.	[REDACTED]	[REDACTED]
Copywriting	It involves adapting communication from one language to another, while maintaining its intent, style, tone, and context.	[REDACTED]	[REDACTED]
Transcreation	Cultural adaptation of marketing and communication assets.	[REDACTED]	[REDACTED]
Translation Memory Processing	Processing of files using Translation Memory industry standard systems, when source file format allows for it. Cost savings generated from TM processing are passed on to the Participating Agency according to the discount scheme included under Discounts below.	[REDACTED]	[REDACTED]
Amplexor Translation Portal	The Amplexor Translation Portal is an online platform that provides automation and standardization of the translation process. It serves as a central repository for documents and linguistic assets, and it includes standardized templates for quoting and reporting. The Portal allows you to collaborate, request, initiate projects as well as track project status, retrieve KPIs, and share documents and linguistic assets. Does not include multi-vendor support.	[REDACTED]	[REDACTED]

Reporting / Metrics / KPIs	Compilation of standard program activity data as it pertains to throughput, volume of work, quality, and others. Metrics are usually shared in Quarterly or Annual Business Reviews.	■	■
Professional Services	Carried out by qualified localization specialists, a Localization Assessment helps companies evaluate what they're getting and what they need to get from their localization projects. By analyzing your company's current translation process-technology, workflows, quality, personnel, and finances- it can provide you with a strategic plan to maximize localization.	■	■
	Amplexor provides integrations between customer content systems and our translation system, either through direct web services integration or middleware.	■	■

Professional Language Translation Rates

Language	New Word Rate	Hourly Rate
Albanian	■	■
Arabic	■	■
Armenian	■	■
Bosnian	■	■
Bulgarian	■	■
Burmese	■	■
Chinese (Cantonese)	■	■
Chinese (PRC) - Simplified	■	■
Chinese (Taiwan) - Traditional	■	■
Croatian	■	■

Czech			
Danish			
Dutch (Netherlands)			
Estonian			
Farsi			
Finnish			
French (Canada)			
French (France)			
German (Germany)			
Greek, modern			
Haitian Creole			
Hebrew			
Hindi			
Hungarian			
Icelandic			
Indonesian			
Italian (Italy)			
Japanese			
Kannada			
Khmer (Cambodian)			
Korean			
Latvian			
Lithuanian			
Macedonian			
Malay			
Maltese			
Montenegrin			
Norwegian (Bokmål)			
Punjabi			
Polish			
Portuguese (Brazil)			
Portuguese (Portugal)			
Romanian (Romania)			
Russian			
Serbian (Latin)			
Slovak			

Slovenian			
Somali (Somalia)			
Spanish (Latin America)			
Spanish (Spain)			
Spanish (USA)			
Swedish			
Tagalog			
Thai			
Turkish			
Ukrainian			
Urdu			
Vietnamese			

Assumptions

All pricing and invoicing is tabulated in USD.
Per-word rates account for professional translation [REDACTED]
Per-word rates are based on source word counts of each matched segment category, assuming that source files are editable.
All rates are based on English-US as source language unless otherwise noted. [REDACTED] Languages or language pairs not listed in the per-language per-word pricing matrix will be quoted on an as-needed project-level basis.
Project management fees are tabulated [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
The Amplexor Portal is an added value for Amplexor doing language services work. [REDACTED]
[REDACTED]

Leveraging Discounts

TM Leverage Category	Definition	Discount
Repetitions & 100% matches	Segments that have 1 or more matched duplicated instances in the project file(s), and segments that are 100% match to the Translation Memory (TM). These segments are exactly matched based on words, formatting, and punctuation.	90%
95-99% matches	Segments that are between 95-99% matches to the Translation Memory (TM).	75%
75-94% matches	Segments that are between 75-94% matches to the Translation Memory (TM).	50%
< 75% matches = New word	Segments that are 0-74% matches to the Translation Memory (TM). These are new translations that are not duplicated in the project and were not a high enough match to the existing Translation Memory (TM).	0%

Rebates

Individual Participating Public Agency Incentive Rebate. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

For example, if a Participating Agency [REDACTED] in Program Spend, the rebate would be as follows:

[REDACTED]
[REDACTED]

In the event that a Participating Agency has undisputed amounts that are more than ninety (90) days past due, Participating Member shall not be entitled to receive the Individual Participating Public Agency Incentive Rebate.

Service Levels

Metric	Definition	Commitment
Technology uptime	[REDACTED]	[REDACTED]
Translation productivity	[REDACTED]	[REDACTED]
Interpreting productivity	Telephone, onsite and video interpreting services processed in average	[REDACTED]
Non-conformance (complaint) processing	Number of days to re-work/resolve quality complaints and provide redelivery.	[REDACTED]

Telephone Interpretation Services

Definition

The requestor is connected with an interpreter via a traditional phone or the web/ app version of an interpretation platform (audio connection). The requestor can communicate with a third-party or with multiple call participants through multi-point conferencing.

Pricing

Over the Phone Interpreting (OPI)		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Video Remote Interpreting

Definition

The requestor is connected with an interpreter through an audio and video connection via the web version of an interpretation software or through the app. The device must be equipped with camera and microphone, a stable Internet connection is a precondition. The requestor can communicate with a third-party or with multiple call participants through multi-point conferencing.

Pricing

Video Remote Interpreting (VRI)		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Onsite Interpretation Services

Definition

Liaison/ community interpretation in consecutive mode: sentence by sentence or short passages. The interpreter performs the interpretation after the speaker has finished speaking acting as linguistic intermediary for 1:1 meetings or consultations or small groups.

Pricing

Onsite Interpreting (OSI)			

Travel and related fees

Travel expenses are charged based on the provisions outlined on page 17 of the RFP-Solicitation Number 21-06, Request for Proposal ("RFP") - "in accordance with Region 4 or Participating Public Agency travel regulations":

If the Contractor must travel more than thirty (30) miles one way or sixty (60) miles round trip, from a base of operations, the Contractor will be reimbursed for mileage in accordance with Region 4 or Participating Public Agency travel regulations. Participating Public Agency will not reimburse mileage for less than thirty (30) miles one way or sixty (60) miles round-trip. Invoices shall include the number of hours of service that was provided, and total mileage traveled with required documentation.

For a request for onsite interpretation that is cancelled with less than twenty-four (24) hours' notice, Region 4 or Participating Public Agency shall be required to pay the Contractor the two (2) hour minimum billable time.

If the Contractor must utilize the services of a translator who must travel in order to provide services, the Contractor shall provide the name of the interpreter and interpreter's home or business address which serves as his/her base of operations. The information will be used for

verification of mileage charges and appropriateness of onsite interpreter assignments. The Contractor should clearly indicate this information as "Proprietary" to avoid disclosure of confidential information.

Should travel conditions differ under circumstances related to specific tenders or requests, these would be included in the corresponding proposal.

American Sign Language (ASL)

Definition

American Sign Language as a visual language. ASL interpretation is performed from spoken English into sign language and vice versa.

Pricing

ASL - VRI			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ASL - Onsite			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Conference Interpretation – Onsite and Remote

Definition

Interpretation services for multilingual meetings and events. Conference interpreters possess a very specific skillset that allows them to perform consecutive as well as simultaneous interpretation.

Types of meetings: conferences, congresses but also trainings, high-level meetings, workshops from small groups (10-15 participants) up to events with thousands of participants.

Consecutive

The interpreter listens to the speaker while taking notes and reproduces the speech into the target language, after the speaker has finished speaking. No technology/equipment required for onsite. Interpretation platform or any traditional Web Conferencing Tool for individual meetings scheduled in advance.

Simultaneous

The interpretation is performed while the source-language speaker is speaking.

Technology and/ or equipment is required for onsite and remote simultaneous interpretation.

Pricing

Conference Interpreter Rates – Remote		

Conference Interpreter Rates – Onsite		

Remote Simultaneous Interpretation (RSI) Technology		

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Considerations

Interpreter rates: interpreter rates vary based on the duration of the event, the required language combinations, and the event location for onsite. All costs are transparently listed in our quotes.

Our pricing includes the interpretation as well as interpreters' preparation before an assignment. Their thorough preparation is based on individual research and on documents provided to them. This is essential in order to guarantee the interpreting quality, compliance with corporate terminology, and that the interpreters have adequate knowledge of the context and topics they are interpreting.

Number of interpreters: interpreting is a demanding task that requires high levels of concentration. Interpreters therefore work in teams of two: each interpreter works for around 20-30 minutes before handing the interpretation over to their colleague. Research in the field of interpreting shows that the interpreting quality decreases after this timespan.

Events lasting up to one hour approx. can be covered by a single interpreter as long as sufficient preparation can be afforded. Nonetheless, it is our recommendation to engage two interpreters whenever possible in order to guarantee the highest possible quality for the duration of the event. Unforeseen situations might happen, where events last longer than originally planned and this can adversely affect quality, when working in a single-interpreter setting. Furthermore, interpreters in a two-person team can support each other in matters such as terminology, or in case of technical issues.

RSI technology: platform costs are charged per meeting according to duration and the number of participants. The above costs correspond to a meeting with up to 4 languages and 200 participants requiring interpretation. Remote support is highly recommended.

Amplexor is a global content partner, providing a full suite of language and content solutions, services and technologies. For over 30 years, we've been helping companies across industries to succeed in international markets through end-to-end strategies. We address all content-related needs: from digitalization to globalization. In 2020, Amplexor joined the Acolad group, strengthening the group's leading position across industries and geographies.



Tab 3 – Performance Capability

Appendix D and Questionnaire

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Appendix D, Exhibit A – Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

1. Company

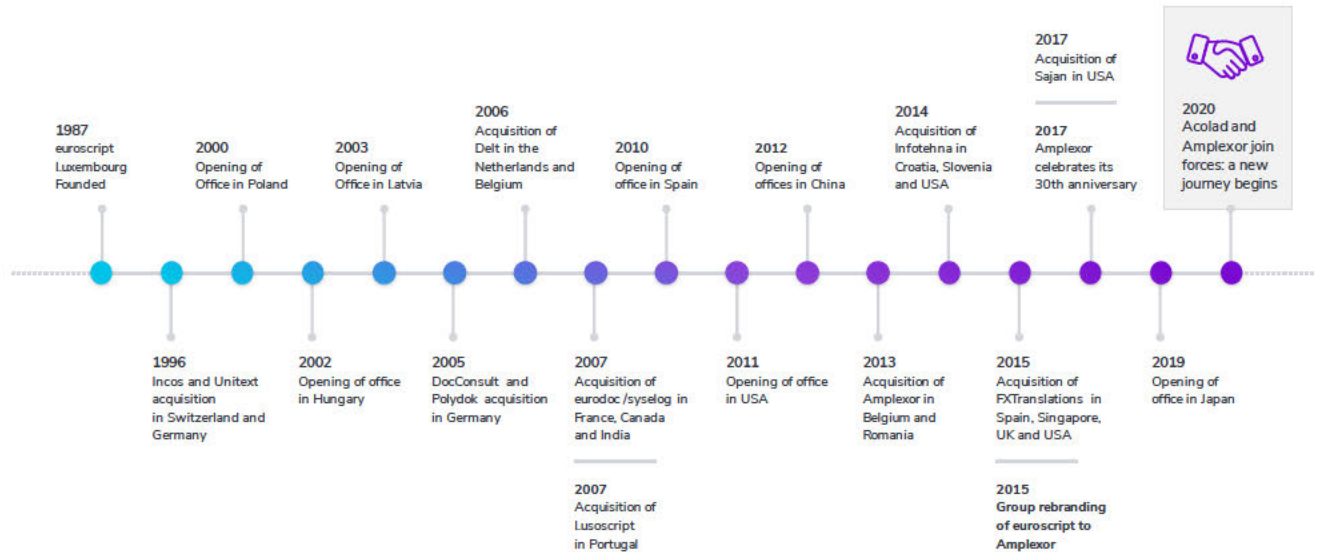
A. Brief history and description of Supplier to include experience providing similar products and services

From its establishment in 1987 Amplexor has developed into a global content solution provider, helping customers around the world design, build and run content management operations of all sizes. For decades, we have worked alongside public and private organizations, helping them structure, optimize and secure their content processes.

Amplexor specializes in the provision of language services, comprising of tech-enabled language and content solutions that include interpreting, translation, and post-editing services, e.g., for documents, websites, and software. Amplexor also provides information services to businesses and organizations such as software implementation, website solutions, search-engine optimization (SEO) and digital marketing services.

Our History

OVER 30 YEARS OF CONTENT EXPERTISE



In 2020, Amplexor joined the Acolad group. Acolad was founded in 1993, and it is a leading group of professional translation and interpreting companies. The Acolad group is the number one ranked language service provider in Europe, and in the top five worldwide as measured by revenue.

B. Total number and location of salespersons employed by Supplier.

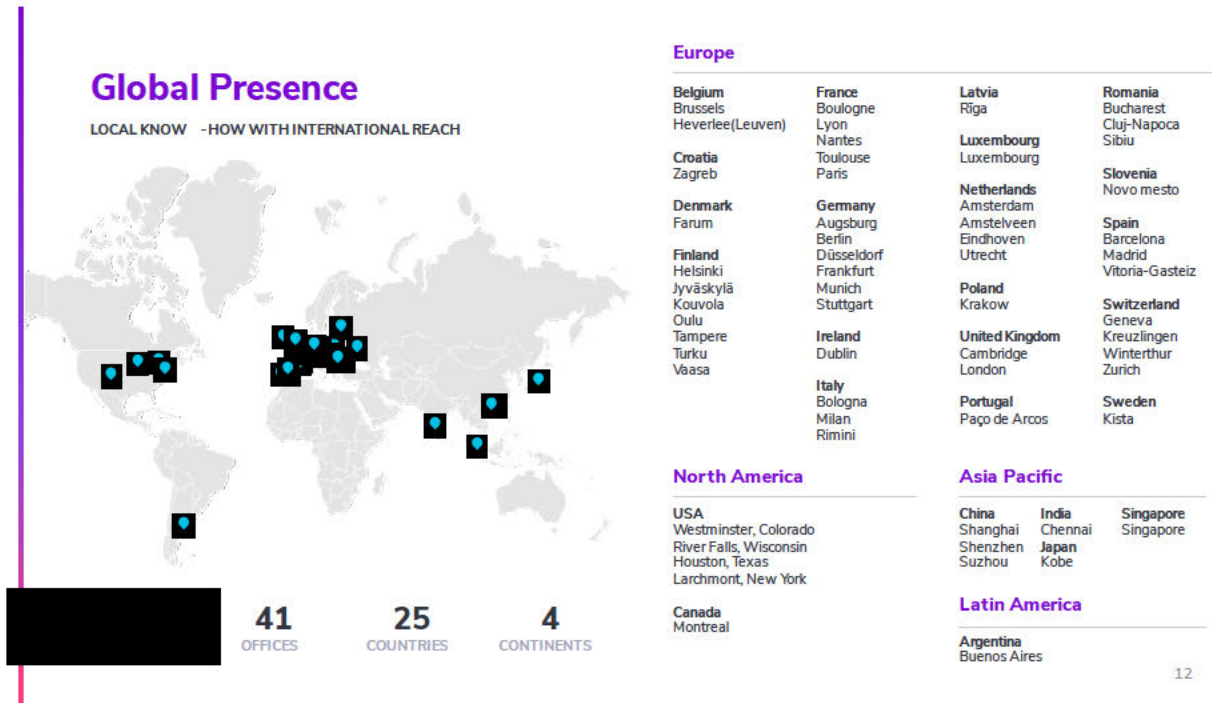
Amplexor, as part of the Acolad group, has an extensive and global Sales team covering all geographies. [REDACTED]

[REDACTED], covering all major industries as well as the Public Sector, are available across the continent (East/West Coast, Middle West, Canada).

C. Number and location of support centers (if applicable) and location of corporate office.

Although we operate primarily out of two locations within the US, our services and resources are available in all states. This includes support for onsite representation and all forms of translation and interpretation.

Amplexor corporate office is located near Lisbon, Portugal, and US Headquarters are located in River Falls, Wisconsin.



D. Annual sales for the three previous fiscal years.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

a. Submit FEIN and Dunn & Bradstreet report.

[REDACTED]

[REDACTED]

[REDACTED]

E. Describe any green or environmental initiatives or policies.

At Amplexor we take very seriously the sustainability challenges our society is coping with, and this is why we have integrated corporate social responsibility in the heart of our business strategy.

In a world subject to increasing international competition, we want to make sure we adapt and adopt the best practices in the market towards social responsibility. Backed by and organizational structure and an enhanced portfolio of products, in Amplexor we embrace the values and principles established in the ISO 26000 Guideline, the UN Global Compact (UNGC), and EcoVadis in our sustainability model:



Energy Consumption	Health and safety	Corruption & bribery	Intercompany sharing
CO2 emissions	Discrimination and harassment	Anti-competitive practices	Community volunteering
Water management	Working conditions	Respect intellectual property rights	
Waste management	Social dialogue	Consumer/Client data protection and confidentiality	
Promotion of sustainable consumption	Training and career management		

ISO 26000 is a non-certifiable standard which adheres to the principles of Corporate Social Responsibility, and Amplexor uses this model to weave our social, economic, and environmental responsibilities into activities.

During 2020, we have maintained our United Nations Global Compact Award. As a proud member of the United Nations Global Compact (UNGC) since 2010, we adhere to and work by their principles. These principles are grouped into 4 themes: human rights, working standards, the environment, and the fight against corruption. It is very important to us to respect the 10 principles of the UNGC and to secure our stakeholder’s backing.

EcoVadis is a supplier assessment platform which evaluates efforts and actions on Corporate Social Responsibility criteria. The main areas of assessment are related to: Environment, Labor Practices, Sustainable Procurement, and Fair Business Practices. We are proud to inform that we currently detain a Silver Certificate issued by EcoVadis, satisfying both Amplexor and its clients’ needs and demands.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At Amplexor, we cover supplier diversity in several ways:

- Our Code of Conduct states Amplexor's commitments during the selection and engagement of suppliers, as well as our expectations from suppliers regarding human rights and anti-human trafficking.
- Our Terms and Conditions for Suppliers (publicly available on our website) and our Purchasing Policy also address diversity-related issues in regard to suppliers.
- In August 2019, AMPLEXOR was awarded the Silver Recognition level from EcoVadis for its Corporate Social Responsibility (CSR) practices. As a company, Amplexor does not run any official supplier diversity programs. However, we are very open to diversity. Having 41 offices with a presence in 25 countries on 4 continents, our employee base is very diversified. Our pool of suppliers is equally diversified as we support 800+ language pairs and work with suppliers in a very large number of countries around the world. Diversity, in fact, is one of our core values as our teams mirror the rich diversity of the markets we serve. Other core values include transparency, innovation, integrity, quality, and accountability.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Amplexor Inc. will owe this master agreement relationship, but as a global company, we draw on the resource of the extended Amplexor and Acolad Group. All Amplexor and Acolad entities can participate in the provision of the services offered under this contract.

Likewise, Amplexor relies in the utilization of subcontractors for interpreting, translation, and other technical tasks. Our mix of outsourcing and in-house resources allows us to use the best and most qualified professional linguists in the field. This way, we can scale our translation demand as needed, while monitoring quality and performance through our in-house experts. Our dedicated global vendor management team works closely with our account teams to ensure we have the resources in place, tested and assigned for each customer. Our network of over 20,000 sub-contractors, agencies, and partners allows us to do this effectively.

I. Describe how supplier differentiates itself from its competitors.

Our breadth of expertise and customized solutions continue to differentiate Amplexor from other industry leading organizations. The Acolad Group to which Amplexor belongs is the number one ranked language services provider in Europe, and in the top 5 worldwide. That enables us to align the best possible resources for the lowest possible rates, and this very fact also separates Amplexor from others within the industry.

We have taken a customer focused approach to building out processes and technologies to allow individuals to seamlessly engage with our services to yield the results they want. Our customers tell us that we are easy to do business with and that it is evident that customer service is our number one focus:

- Data/metrics-driven processes—No other supplier can claim a similarly detailed approach to defining, measuring, and continually improving translation quality. Governed by our ISO 9000-compliant systems, Amplexor customizes quality metrics and KPIs for each customer.
- Comprehensive and innovative solutions—Our core services are language translation, in addition to solutions in Digital Collaboration, Content Management and Digital Experience marketing. Amplexor has proven expertise in helping companies transform their processes to achieve efficiency gains, both in terms of time to market and reduced costs across markets. We provide successful solutions that solve complex linguistic, technical, and consulting challenges.
- Flexibility and ease of use—At Amplexor, one size does not fit all. We are responsive, friendly, and client oriented. We listen well and our consultative approach is aimed at sharing knowledge and information with our clients. A dedicated team supports every customer, providing for one primary point of contact with multiple escalation levels.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Amplexor International, S.A., the parent company of Amplexor, Inc. was acquired by the Acolad Group in September 2020.

We have no litigation or bankruptcy to describe.

K. Felony Conviction Notice: Indicate if the supplier:

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against Amplexor.

2. Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Language Solutions

- Translation & Localization
- Website Translation
- E-Learning Localization
- Rich Media Localization
- Software Globalization
- Machine Translation
- Enterprise Terminology
- Interpreting and Audiovisual/Voice-over services
- Linguistic Reviews, Validation & Quality Assurance
- Content Connectivity

Global Content Solutions

- Content Strategy & Consulting
- Globalization Consulting
- Content Globalization
- Digital Experience
- Global Marketing
- Intelligent Content Solutions
- Digital Workplace

Digital Multilingual Content Solutions

- Digital Audit
- SEO Audit
- Content Strategy
- SEO Consulting
- Content Creation
- Transcreation
- Content Repurposing
- Analytics Reporting
- Training & Coaching

Industries

Life Sciences, Government & Public Sector, Manufacturing, Finance & Banking, Aerospace & Defense, Energy & Environment, Telecom & Media, Retail & Consumer Goods, and more.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Translation and related services are typically requested and delivered via Amplexor's Translation Portal. Our Portal is an online, collaboration platform that provides automation and standardization of the translation process. It serves as a central repository for linguistic assets, and it includes standardized templates for quoting, project, and file management. In addition, other communication tools, such as email, can be used to deliver translation and other technical services.

Interpreting services can be provided everywhere and at any time through a dedicated interpretation platform. Amplexor's interpreting platform has specifically been developed for the management of interpreting requests through a fully automated workflow from request to invoice. Interpreting services can be booked via our platform and audio/video interpreting assignments can take place via the platform itself. Our technology allows the automatic connection with an interpreter within the shortest delay. The right interpreter is selected according to a proven set of criteria. And users and administrators can access usage statistics, metrics, and reports through the platform's customer portal.

Amplexor does not hold any restrictions in relation to the states or territories in which our services are offered under this Master Agreement.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

The Master Agreement is a public document available via OMNIA Partners and Region 4 ESC. Confidential information included in the contract is available following Region 4 ESC's Open Records Policy.

The Master Agreement with all confidential information can be made available to Participating Agencies. Unless otherwise agreed, each individual project request is scoped and quoted, giving

Participating Agencies the opportunity to audit and ensure pricing is compliant with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Amplexor has strategically pursued an outsourcing strategy in order to obtain the most qualified linguists in the specific field for linguistic services across the production lifecycle. Because we screen on specific subject matter areas it would be impossible to retain all subject matter specializations in-house. By outsourcing, we ensure that we have the best resources with the specific subject matter expertise.

Amplexor also collaborates with a number of trusted partners combining world-leading technology and services with our strategic and operational expertise to help organizations across the world seize the advantages of digital transformation. Based on services required, one or several of our partners may be involved in the delivery of services.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As a language service provider, Amplexor does not have distribution facilities, warehouses, or a retail network. Amplexor and the extended Acolad Group is a global company with 41 offices in 25 countries. Our services are delivered worldwide.

3. Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: [...]

First 30 days:

1. Our Marketing department will be alerted of the new contract and will be provided with all necessary details.
2. Marketing will connect with OMNIA partners to understand the best approach for developing materials and a strategy to push out awareness of the contract.
3. Marketing will develop materials for direct mail campaigns, e-mail campaigns, social media awareness, and a dedicated spot on our website for interested members to learn more.

4. All Sales Executives within the Amplexor Sales team (including the Sales Executive in charge of Region 4) will be alerted and trained on the new contract and approach for marketing and gaining awareness. They will be responsible for identifying key individuals for initial communication within their sub-regions.
5. Onboarding will get started in collaboration with OMNIA Partners.

45 days - 65 days:

6. Onboarding of initial regions will be tracked and monitored by key internal individuals, including representation from Marketing, Sales Support, Sales, and key Executives.
7. Results and information will be provided directly to all members of our sales and marketing teams.
8. Results from website hits, e-mail campaigns, and direct mail campaigns will be compiled and provided to the necessary sales individuals for follow up and continued communication.

65 days - 90 days:

9. Based on the results from the initial onboarding of Region 4, Marketing and the Sales Executive representing Region 4 will begin to compile key reports and a case study for future marketing.
10. All sales and marketing representatives will join for a round table and open discussion to share results from Region 4, as well as results from initial reach out.
11. Based on these results, marketing will adjust messaging and develop new tactics to support the growth of the program at the national level.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: [...]

During the first 45-60 days from the date of award, our first step will be to develop the necessary materials to alert all organizations that could participate in the contract about the new program and all the important details. We have pre-built profile templates that will be customized for each region based on our knowledge and experience of all different areas potentially involved. For example, the needs that Region 4 may have will differ from other regions at the national level. Due to our having a strong understanding of the predominantly spoken languages and required services in most US areas, we will be able to develop materials

that are more likely to resonate. Such materials include co-branded marketing materials, co-branded press releases, national and regional publications, all co-branded with Amplexor and OMNIA Partners.

Our marketing team will be responsible not only for the development of these materials, with guidance from OMNIA, but will also be providing announcements and continuous updates through our social media platforms, and website. We will develop and implement a special portion of our website to this program which will create an easy-to-follow process for all entities to obtain the information they require to join.

We will not only use the guidance of OMNIA and Region 4, but also our own local entities to understand the best and most applicable recipients for direct mail campaigns and will distribute accordingly.

Our marketing team will also include all applicable trade shows, where we will have onsite representation and potential sponsorship to drive more awareness of the program and contract.

Amplexor currently has two marketing employees responsible for content development, market research, and communication with OMNIA on strategies to gain more users and awareness.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our current cooperative contracts are with OMNIA Partners; the Master Agreement between Amplexor and Region 4 will be prioritized under that partnership. We will use our experience with OMNIA to ensure an efficient onboarding and implementation process for Region 4 and the broader opportunity that exists across the country. This includes an efficient training process for our internal teams, proactively developing the necessary materials to effectively market the contract, as well as the training of all individuals outside of our organization that can provide support in obtaining interested users and entities.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

We acknowledge and agree.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate: [...]

We confirm that our sales initiatives will communicate that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency, that we are offering our best government pricing, that there is no cost to participate, and that the contract is non-exclusive.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include: [...]

We confirm. One Sales Executive, one Marketing representative, and one member from our sales support team will own the internal training of all applicable members within our company.

All sales members will be provided information about the initial onboarding of Region 4. Though all regions will not have the same needs and required process, this will give good indication of the best approach for handling future engagements.

All information about the contract and OMNIA will be provided in a central location along with detailed statistics on all campaigns to allow sales representatives to gain knowledge and information.

Initially a full training will be provided to all involved parties, including the larger sales team and a potential account manager. This will include:

1. An overview of the contract and program.
2. Required services that are being offered and use cases based on our experience with Region 4.
3. Established lines of communication for obtaining more information.
4. Guidance about previous contracts and categories to leverage any experience gained from publicly available materials and information.

Moving forward bi-weekly meetings will be set to regroup all sales and marketing individuals for questions and answers and to share knowledge on the success of Region 4, as well as all other opportunities being supported.

Throughout the first engagements, a consistent sales representative, marketing representative, and sales support representative will be present and involved to ensure consistency and success of these initial engagements.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

I. Executive Support

Arnaud Daix, SVP Sales and Account Management

[REDACTED]

II. Marketing

Paige Korte, Director Marketing Services

[REDACTED]

III. Sales & Sales Support

Grainne Maycock, Head of Sales

[REDACTED]

Nicholas Butler, Sales Executive

[REDACTED]

IV. Financial Reporting & Accounts Payable

Brittani Kirchner, Finance and Accounting Director

[REDACTED]

V. Contracts

Emma Biberson, Legal Director

[REDACTED]

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The North American Sales force of Amplexor is structured as follow:

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

The Sales Executive who would oversee Region 4 relationship and engagement reports in such a structure. He will get support from all required departments (Marketing, Account Management, Finance, etc.) as needed to ensure the success of the program. Other Sales members covering other regions will be involved to implement the national program.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

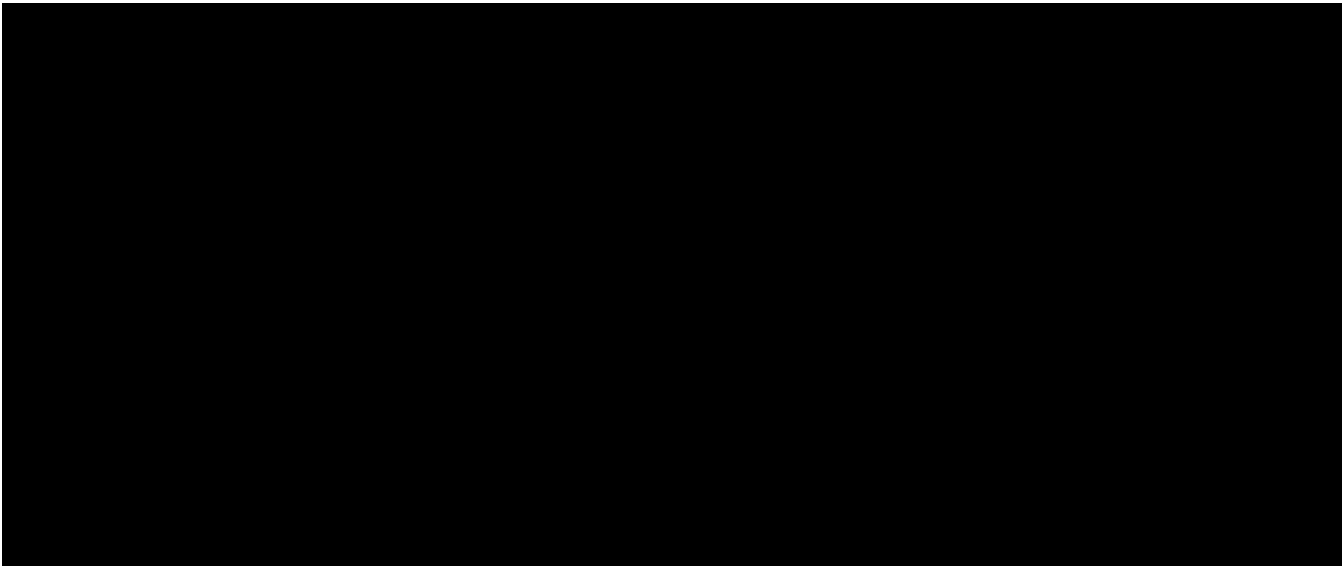
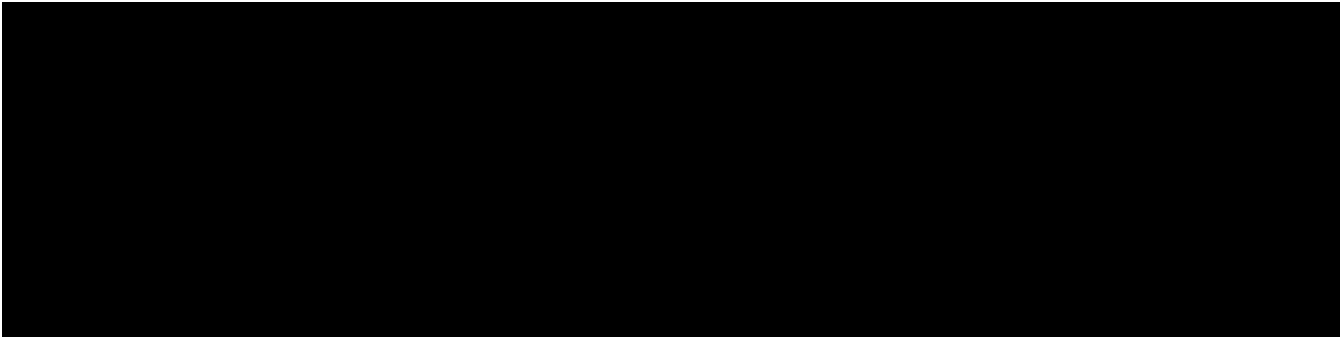
The Sales Executive, supported by the Head of Sales and the program Sponsor, as well as the overall Sales team will receive a full training on the program. The lead Sales Executive in charge of Region 4 will be tasked with developing a Sales plan based on the implementation plan for the first 90 days. Together with the OMNIA Partners team, that Sales plan will be executed within Region 4. Results and learning will be documented and shared with the Sales team, and a strategy for deploying the program at the National level will be formalized. Through our Marketing department and Sales Support, and under the guidance of the OMNIA Partners team, outreach campaigns will be organized to bring visibility of the program to potential participating agencies and customers. As already noted, we will be responsible for creating and distributing marketing content, drive potential engagement and Sales cycle.

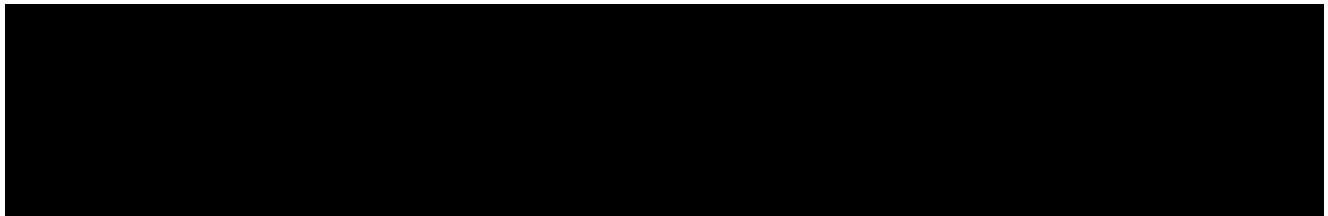
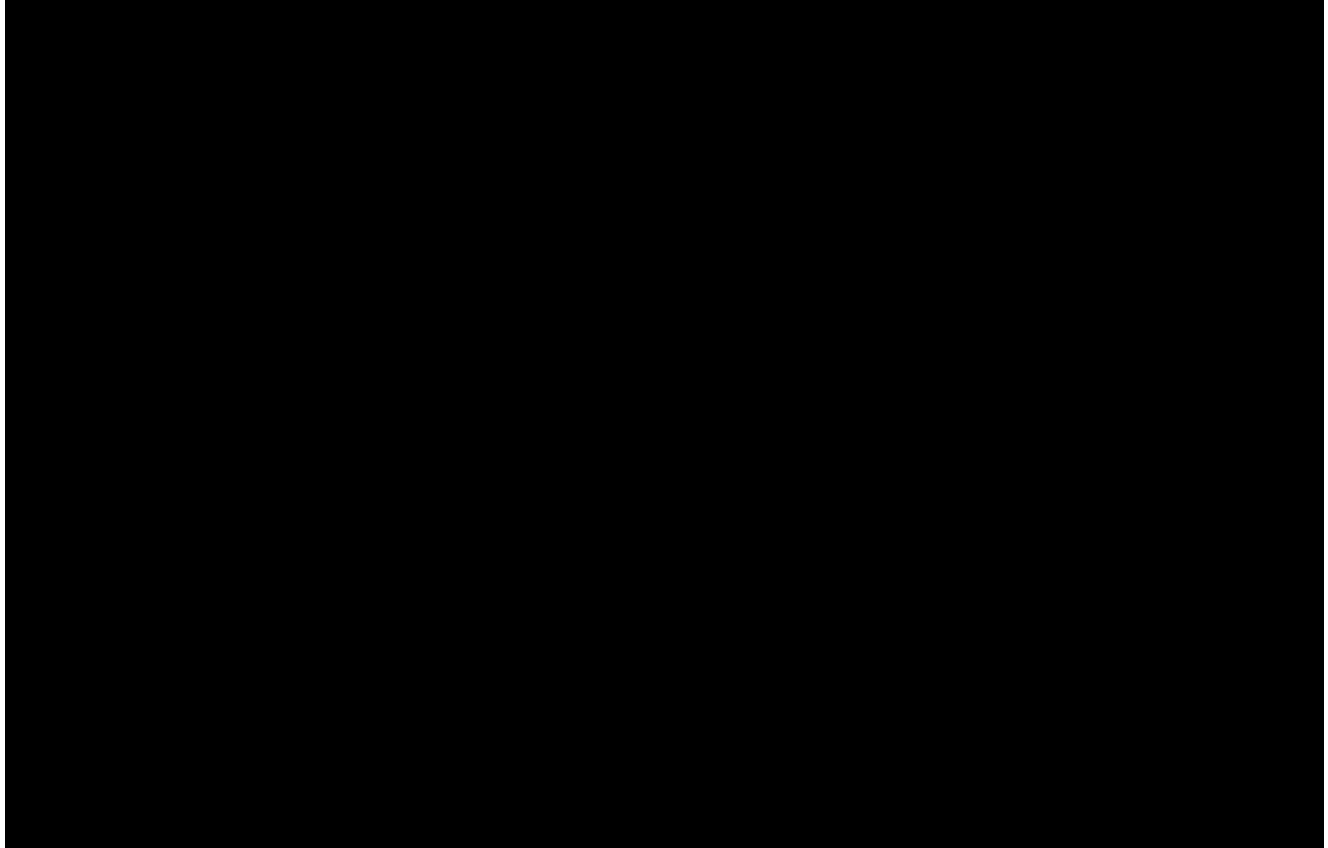
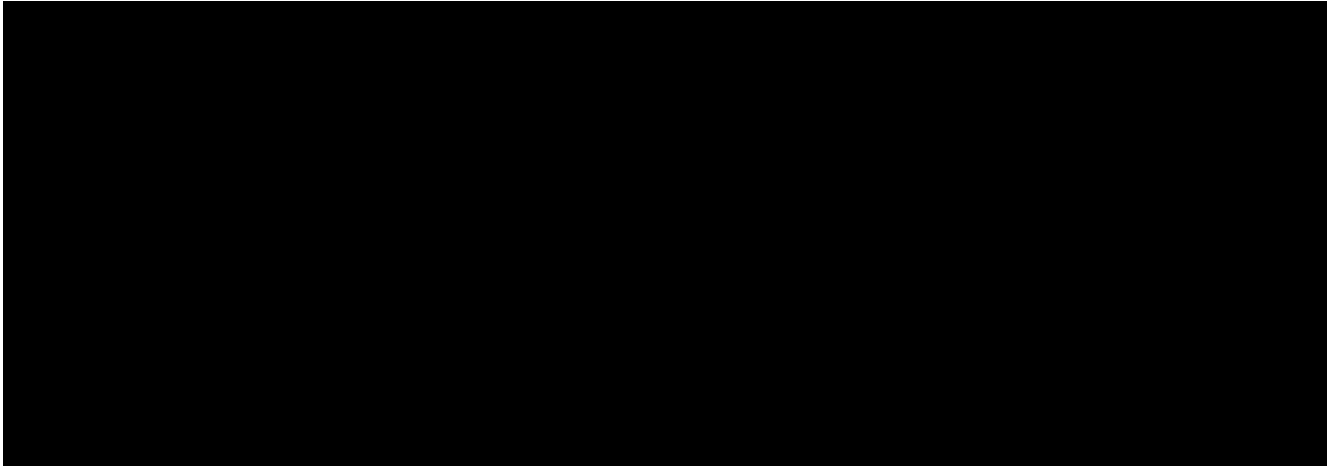
I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Once full training on the program is complete, and in accordance with both the implementation and marketing plans, Amplexor’s national sales force will work with both the marketing department and OMNIA Partners to continue to distribute our co-branded materials with regionally targeted outreach, engage with new customers within the purchasing organization, manage new customers within the larger Public Agency account, and administer the contract as timely as possible.

J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

The following references include some of our current Public Agency customers:





[REDACTED]

[REDACTED]

[REDACTED]

K. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Technology Implementation

Technology comprises a major component of the solution we aim to deliver to Region 4. Amplexor is constantly in a state of research and development, and we are committed to offering our customers best-of-breed localization technology that is agile and flexible enough to respond to any set of requirements [REDACTED]

[REDACTED]

Translation Management Platform

[REDACTED]

The portal is our online customer interface, designed to be the main translation hub for our customers. Here, customer stakeholders will be able to submit, monitor and receive delivery of translation projects. Additional features include report generation, project tracking, MT functionality and in-country online review.

[REDACTED]

[REDACTED] This component is used by service managers to execute pre-translation tasks such as content analysis and linguist selection.

[REDACTED]

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

[REDACTED]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. [...]

Detail Supplier’s strategies under these options when responding to a solicitation.

Our overall strategy is to leverage the Master Agreement pricing and terms and conditions to respond to Agencies issuing their own solicitations. It is not unlikely that some agencies attempt

to negotiate for prices lower than those defined in the Master Agreement, in which case we would comply as much as operationally feasible and through the Master agreement.

Appendix D, Exhibit F – Federal Funds Certifications

Please see "1 Appendix D, Exhibit F. Federal Funds Certifications.pdf".

Appendix D, Exhibit G –New Jersey Business Compliance

Please see "2 Appendix D, Exhibit G - New Jersey Business Compliance.pdf".

Questionnaire

iv. Describe how Offeror tracks and bills. Do you provide access codes, user ID's or other mechanisms that differentiates the departments within an agency? Include minimum billable rates for each service offered.

Orders are received through our Amplexor Translation Portal. Our portal serves as a single, central location for project submissions, quotes, project tracking, delivery, and management of linguistic assets. Use of the portal to manage the program facilitates the centralization and standardization of the project process, provides transparency, and helps gain better control, and reduce the overall spend. The portal provides detailed tracking and an audit trail to ensure there is full record of activities across all departments and functional areas within an agency.

[REDACTED]
[REDACTED]
[REDACTED] They can provide regular or on-demand reports, including projects which are missing purchase orders, monthly, quarterly, and yearly billing, invoicing, as well as payment status and records. They also report to OMNIA Partners on a monthly basis on all activity related to contract sales.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

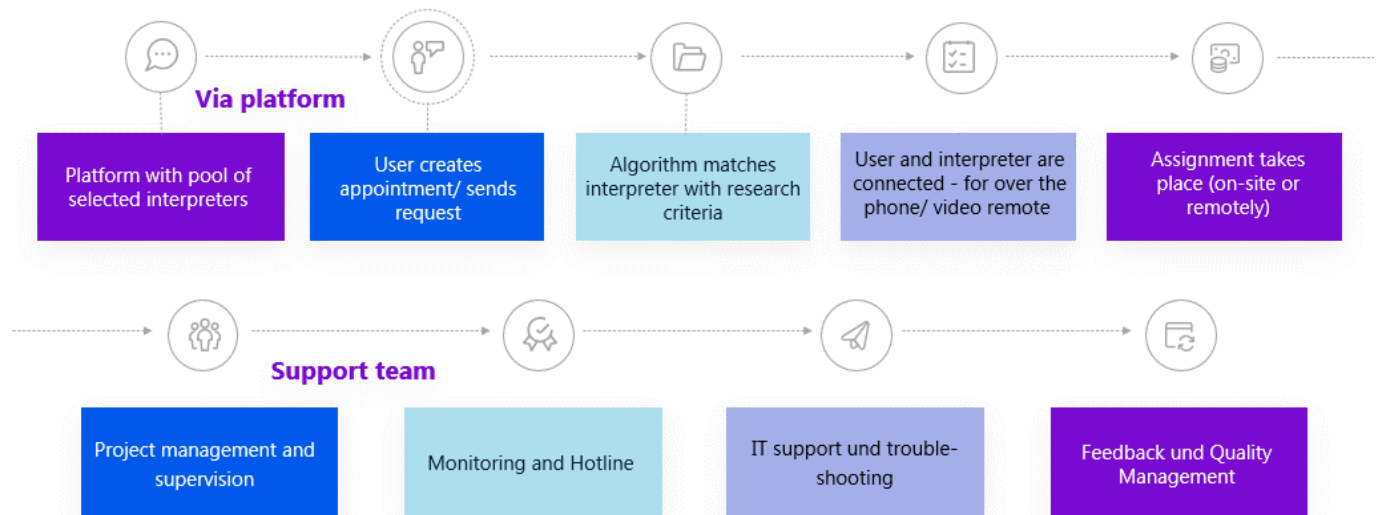
v. What is Offeror's process for ordering services and how the users are connected to the interpreter? Describe Offeror's travel policy and include rates.

Our interpreting services can be accessed by users in the following ways:

- By telephone via fixed/mobile network
- Web audio via app on tablet and smartphone, or via web version on PC
- Web video via app on smartphone and tablet, or via web version on PC

Our interpretation platform was specifically developed for the management of interpreting requests through a fully automated workflow from request to invoice. Interpreting services can be booked via our platform, and audio/video interpreting assignments can take place via the platform itself. The software is compatible with all common operating systems, anti-virus programs and applications, and does not require any special settings that could affect the existing IT infrastructure.

Interpretation Services Workflow and Application



The platform allows automatic connection with an interpreter within the shortest delay. The right interpreter is selected according to a proven set of criteria through an algorithm that matches the interpreter based on client and project specific criteria.

Interpreting services are provided on-demand and scheduled 24/7/365 – with the exception of conference interpreting services that are scheduled only in general.

At contract initiation, Amplexor will coordinate with the end client to configure the account to most accurately and efficiently adapt to current and future needs.

Metadata on the interpreting assignments are logged in the system and can be accessed and exported via customer portal (including requestor and user ID, date and time of the call, call duration, call status, waiting time).

Travel expenses will be charged based on the provisions outlined at page 17 of the RFP solicitation “in accordance with Region 4 or Participating Public Agency travel regulations” (see

Pricing tab). Should travel conditions differ under circumstances related to specific tenders or requests, these would be included in the corresponding proposal.

vi. Describe Offeror's correction plan for errors.

An important part of our quality process is customer feedback handling. The Amplexor quality management system incorporates a robust corrective and preventive action (CAPA) system, which includes handling of client complaints, employee and supplier feedback, audit results and opportunities identified through management reviews.

We first fix the problem and re-deliver as soon as possible. And in parallel, Amplexor initiates an investigation to analyze the problem areas. Included in the CAPA procedure are:

- The effective handling of client complaints and reports of product nonconformity
- Investigation of the root cause of nonconformities relating to processes and quality system, and recording the results of the investigation
- Classification of the feedback based on findings of the investigation
- Determination of the corrective action needed to eliminate the cause of nonconformity
- Application of controls to ensure that corrective action is taken and that it is effective.

Steps in the process include:

- Project Manager oversees completion of immediate remedial actions
- Quality group supports account team in investigating and analyzing feedback
- CAPA actions identified and tracked after root cause analysis complete
- Generate non-conformance report and review with customer
- Success criteria defined and measured
- General reports available

The ISO certifications we hold also requires that there is a defined escalation process available. Customers first report issues to their Amplexor team so this can be escalated through their Project Management team, Strategic Account Director, and Director of Business Development, all the way to Senior VP level. However the information is escalated, Amplexor will follow our CAPA process to completion.

vii. Describe Offeror's ability to meet service.

From its beginnings in 1987, Amplexor has developed into a global content solution provider, helping customers around the world design, build and run content management operations of all sizes.

For decades, we have worked alongside public and private organizations, helping them structure, optimize and secure their content processes. We help our customers achieve process efficiency, increase revenue, reduce time-to-market, and ensure quality and compliance. Our turnkey solutions support core industry processes and include software technology, consulting, system integration, and language & content management services. We provide state-of-the-art solutions in the fields of life sciences, aerospace, defense and transport, public sector, software, financial services, manufacturing, and other industries.

[REDACTED]

Amplexor invests continuously in developing and deploying latest technologies and best industry practices, as well as in developing its own proprietary tools with a high degree of automation, both for processing orders and supporting translation and interpreting process.

Amplexor's procedures are tested and certified ISO 9001 and ISO 17100, and they have also been approved by our customers over 30 years. We follow a well-organized quality management system in its entire delivery cycle. This stipulates detailed work plans for each major project, with clearly set responsibilities in each meticulously described process step. Our quality processes are also reinforced by a flexible, transparent, and collaborative communication with our clients.

viii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

[REDACTED]

Amplexor however is a global company and can provide 24/7 global support. We refer to this as "follow-the-sun support" through our global network of offices. Amplexor can deploy a fully scalable and repeatable team model that assures coverage and support worldwide. We have 3 decades of experience serving customers across time zones and already have models in place for some of our largest clients. While we try to drive SLA's where weekend and holiday work is the exception, we can absolutely cater for this and regularly do for our customers, as it is a part and parcel of translation and speed in a global world. We can support a 24-hour schedule

through one or more of our 41 global locations. Depending on the required hours of support, the necessary operating hours will be provided to all agencies and entities involved.

Our Integrated Management System incorporates a robust CAPA system, which includes handling of client complaints, employee and supplier feedback, audit results, and opportunities identified through management reviews. Both quality and customer services issues are handled through our CAPA system. Customer feedback is documented, including all information related to the feedback description, investigation results, root cause analysis, resources associated with the feedback, remedial, corrective, preventive, and improvement actions, as well as effectivity checks.

ix. Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

[REDACTED]

[REDACTED] Our finance team can provide regular or on-demand reports, including monthly, quarterly, and yearly billing, invoicing, as well as payment status and records.

[REDACTED]

[REDACTED] If different payment methods are required, Amplexor is happy to discuss specific arrangements with the corresponding Participating Agency.

x. Describe Offeror’s contract implementation/customer transition plan.

The successful transition of a customer’s program to a new translation supplier requires proper planning, process and workflow optimization, technology, transparency, and an experienced business partner who has designed, implemented, and managed numerous language programs. Amplexor’s on boarding process consists of the following 5 steps:



Define Program Organization – The business and operational owners within Amplexor come together to make sure the right team is assembled to fit your requirements. This team is responsible for delivering the remaining elements of the implementation plan.

After supplier selection, agreement to contract terms, and program approval, Amplexor recommends a kick-off and collective planning session to cover the following items (as required) with all the stakeholders involved:

- ✓ Program requirements definition
- ✓ Analysis of the initial information
- ✓ Understanding challenges
- ✓ Benchmarking the current process
- ✓ Establishment of communication protocols
- ✓ Customer review process (if applicable)
- ✓ Customer portal and machine translation implementation
- ✓ Asset transfer and initial asset quality checks (glossaries, style guides, translation memories, DTP specs, etc.)
- ✓ Risk analysis, including mitigation and solutions
- ✓ Initial scheduling and resource allocation
- ✓ Additional resource requirements and linguistic profiling

- ✓ Training requirements (technology, processes, linguistic, etc.)
- ✓ Forecasting and administrative requirements
- ✓ Commercial-related processes
- ✓ Other items as necessary

The outcome of this session will result in a fine-tuned implementation plan, taking into account unexpected changes in the scope of work and schedule, scalability, unforeseen issues, and flexibility in the management of the language program. The goal is to create a very strong partnership with all Participating Agency stakeholders involved in the language program and gather the information needed to set both parties up for success.

Define Process – The language program will go through a structured on-boarding process to ensure that any existing workflows, tools, processes, project management, and legacy linguistic assets are optimized for use in the program. We will work closely with the Participating Agency team to ensure the processes are clearly defined and optimized for your needs. Examples of specific areas covered during this definition are:

- Linguistic Asset Strategy – During Onboarding, a translation memory strategy is defined and documented based on your organization and content types, e.g., TMs per division, per product line, per content type, etc.
- Workflow Identification – Different workflows will be defined based on content types and required quality levels.
- Core linguistic team -- When starting work on new customers projects, a core linguistic team is assigned. The selection is done after a careful analysis, and it is based on the required skills, subject matter, workflows, turnaround times and other customer and project requirements.

Training – During this phase we would train the Participating Agency Coordinators/Project Managers in the use of the Amplexor Translation Portal (project creation, estimate management, reporting, etc.). Training on the customization of the system would also happen at this point.

Measurement & Reporting – Measurement is key to program success. In this phase, we work with the Participating Agency to determine which activity data is important to measure program success – we will determine the KPIs. We will configure/customize any reporting functions as business requirements dictate.

Promotion / Internal marketing – For some Participating Agencies' language programs, internal promotion or awareness campaigns may not be necessary. But if there is a need to drive

awareness of the translation and interpreting systems, we would discuss the various approaches in this phase.

xi. Describe the financial condition of Offeror.

[REDACTED]

xii. What technology is your organization utilizing to ensure quality? Provide a website link in order to review website ease of use, availability, and capabilities related to ordering and reporting. Describe the website's capabilities and functionality.

Amplexor continuously measures the quality of the content to be delivered to our customers through a thorough language quality review process using a linguistic evaluation system based on scorecards. Language review is a step that is typically carried out during and/or at the end of the translation process, and it is concerned with reviewing the quality of the work by the translation team.

The purpose of this evaluation includes:

1. To assess the quality of the translation work by identifying any shortcomings in the translation effort, and to have these problems rectified.
2. To incorporate any remedies to problems identified during the review in the translated materials before the content is delivered to the customer.

A sample of the total number of words within a project is evaluated. Subsequent steps review the work performed by previous linguists in the translation process. [REDACTED]

[REDACTED]

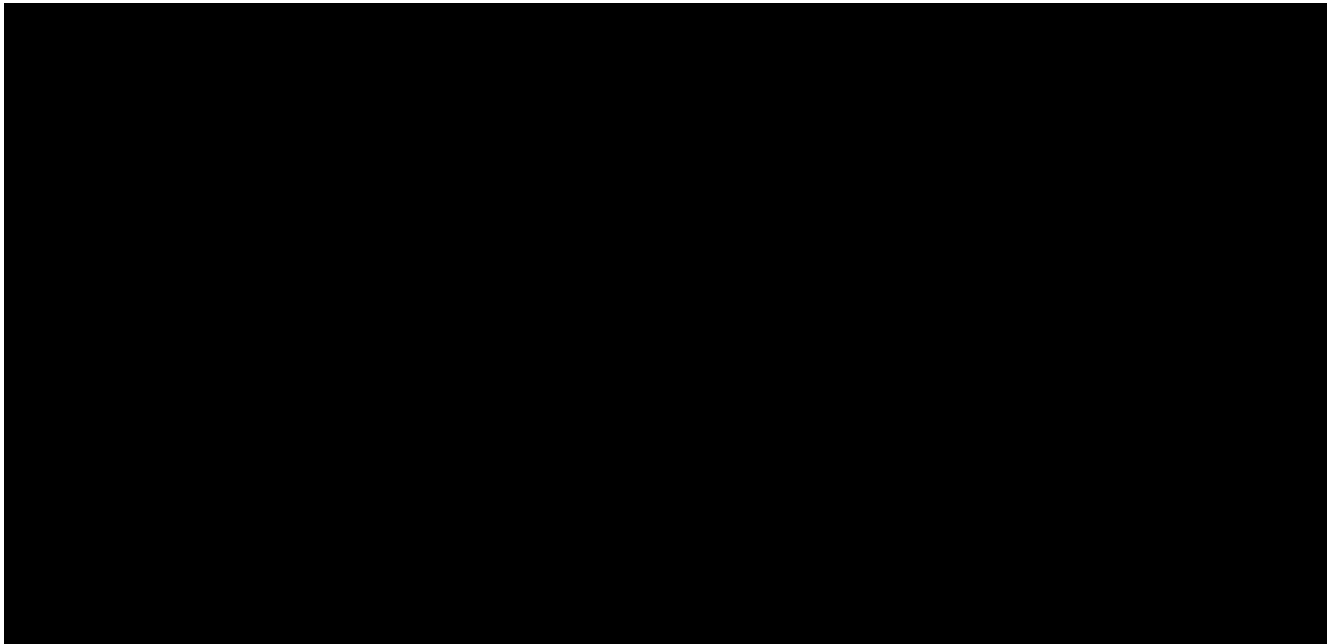
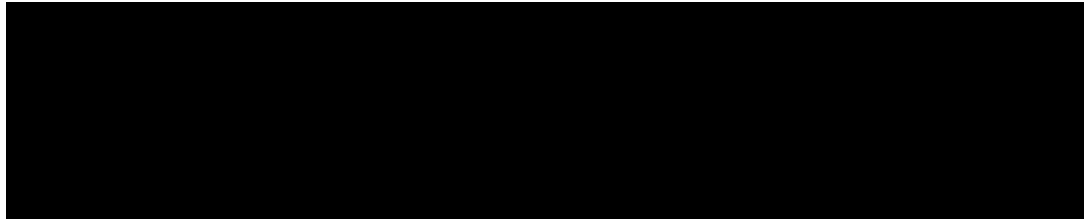
[REDACTED]

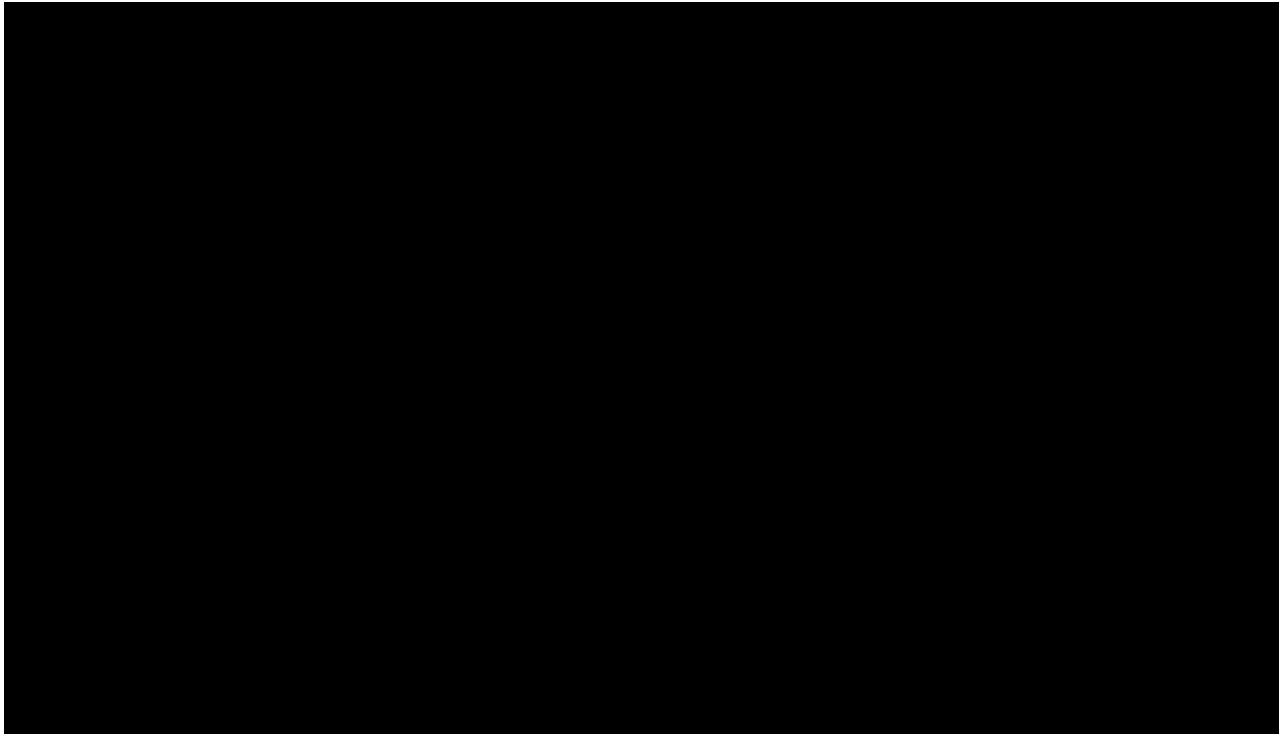
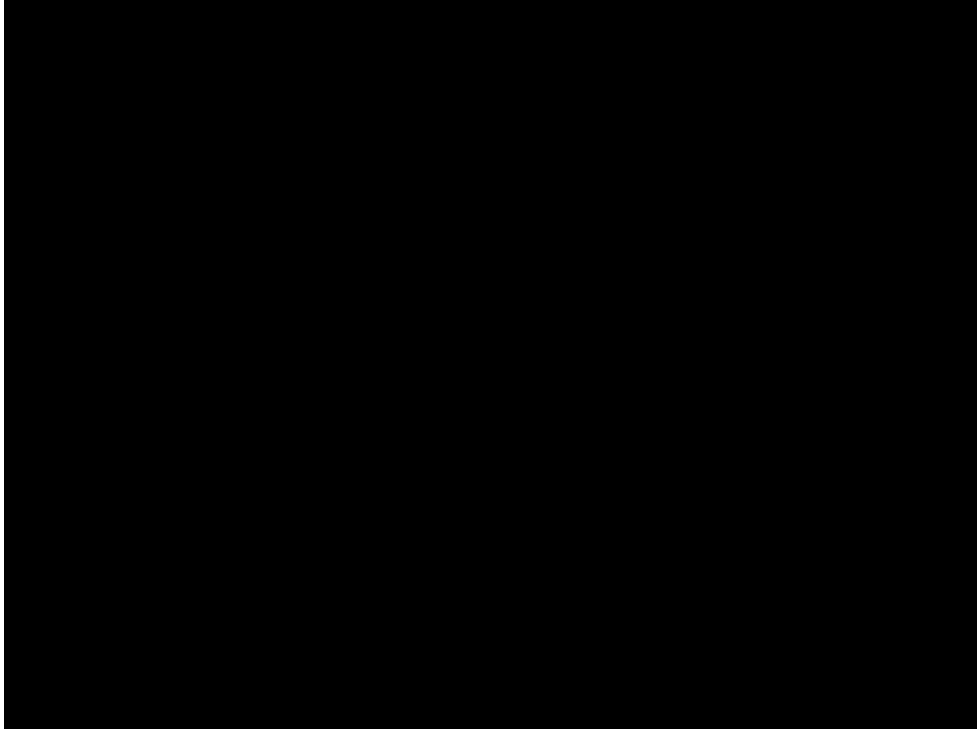
[REDACTED] It is deployed as part of our standard process to ensure that quality issues are identified and addressed prior to delivering to our customers.

Our Total Quality Management (TQM) methodology enables continuous improvement of the translation quality and processes. This approach offers a truly unbiased report on quality, capturing data directly from our operation systems. The quality rating is composed of the linguists' performance, including turnaround times, stylistic preferences, consistency, and

fulfilment of availability agreements. At any time, Amplexor can run reports on how a linguist is performing and take necessary corrective measures should the linguist fall short of expectations.

Some of these KPIs and reports are accessible via our Amplexor Translation Portal. The Translation Portal offers an easy-to-use interface that provides access to the following modules:





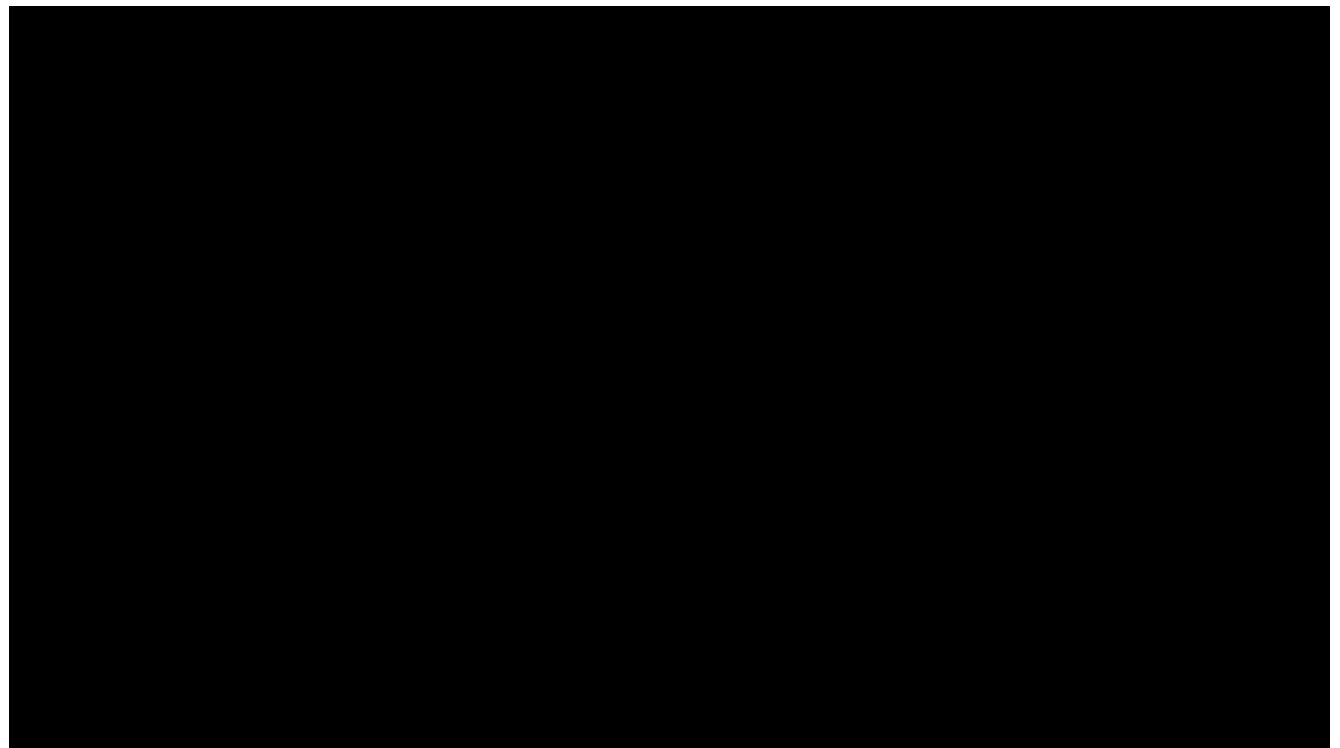
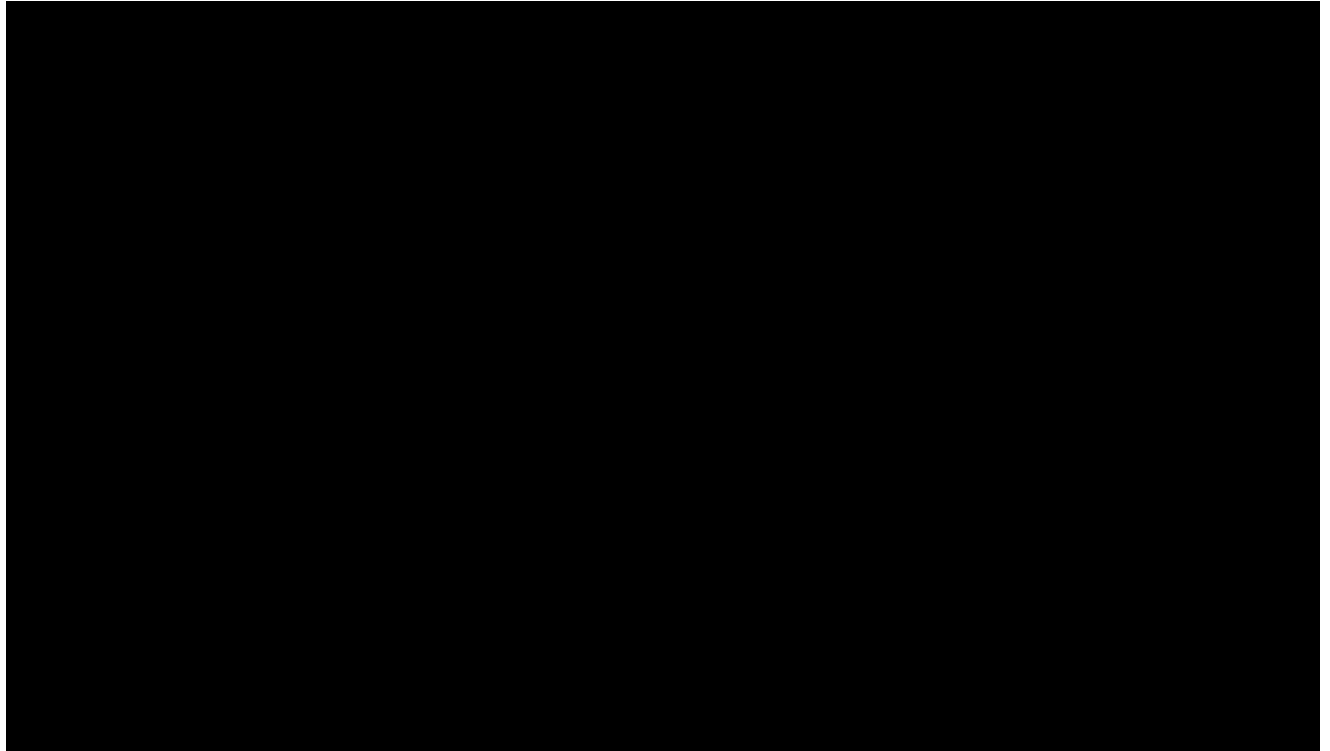
xiii. Describe what types of reporting are available. Include sample reports and explain how Region 4 ESC and Participating Public Agency will be able to access and create reports.

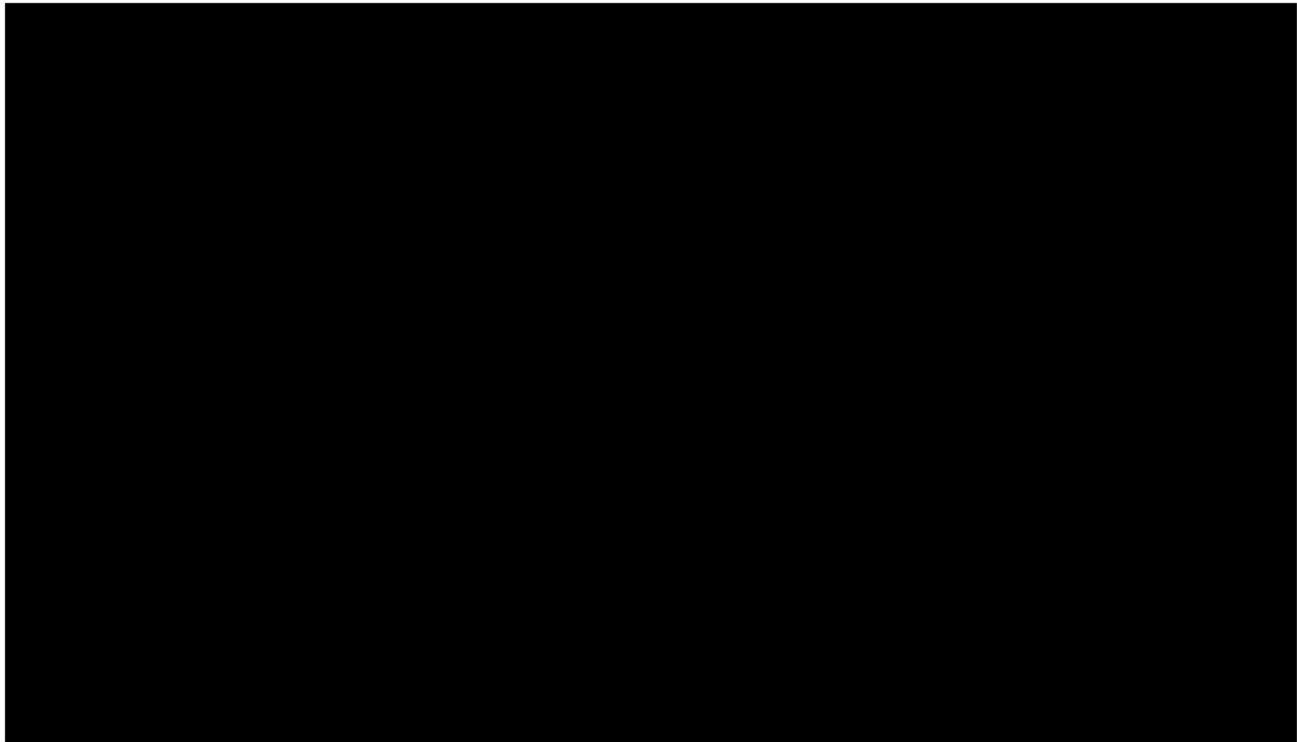
Amplexor generates standard reports and charts for the annual or quarterly business review. KPIs are tracked through our production system. They are established on an account basis and typically cover costs, quality, and turnaround time. KPIs are tracked on a project basis and reported for a specific period of time that is defined in agreement and in line with client's expectations and needs. These reports can be customized and are available through the Amplexor Portal.

The metrics we manage for our clients is infinite but some of the more common analysis, metrics, reports, and data we look at include:

- On time deliveries and trends, and anomalies in these
- Language quality trends
- SLA adherence
- Spend trends, e.g., is aggregate cost going up or down and when and why – do we know drivers. Is it avoidable or unavoidable?
- SEO and analytics for online content and trending against marketing goals.

Below are some examples of how these KPIs are reported:





xiv. Provide any additional information relevant to this section.

We handle the full extent of the process and the complete product lifecycle. In order to ensure that are in alignment on quality expectations the initial portion of our partnership will have more communication to ensure we are meeting the mark.

We aim to ensure the process is easy to use and engage with. There are several elements that go into quality that we would want to have in place to ensure the best results possible. The process will benefit from having resources aligned on all sides in order to support getting the program up and running in the most efficient way possible.

Amplexor is a global content partner, providing a full suite of language and content solutions, services and technologies. For over 30 years, we've been helping companies across industries to succeed in international markets through end-to-end strategies. We address all content-related needs: from digitalization to globalization. In 2020, Amplexor joined the Acolad group, strengthening the group's leading position across industries and geographies.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES AD _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES AD _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? (YES) AD Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (YES) AD Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (YES) AD Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (YES) AD Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that

it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES AD Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES AD Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: AMPLEXOR INC.

Address, City, State, and Zip Code: 625 WHITETAIL BLVD, W154022 RIVER FALLS

Phone Number: 715 426 9505 Fax Number: _____

Printed Name and Title of Authorized Representative:

ARNAUD DAIX, SVP SALES

Email Address: ARNAUD.DAIX@AMPLEXOR.COM

Signature of Authorized Representative:  Date: 25 AUGUST 2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) 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.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) 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.

Federal Water Pollution Control Act

- (1) 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.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) 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, its 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).

- (2) 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.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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 must 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, AMPLER ZINC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

ARNAUD DALK, SUP SALES
Name and Title of Contractor's Authorized Official

AUGUST 25, 2021
Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, 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- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 contract 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.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding 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 pre- approval.”

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

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent 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 contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

AMPLEXOR, INC.

Address, City, State, and Zip Code:

625 WHITETAIL BLVD WISCONSIN RIVER FALLS

Phone Number: 715 426 9505 Fax Number:

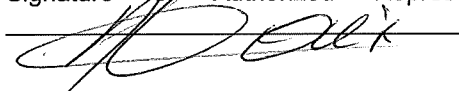
Printed Name and Title of Authorized

Representative: ARNOLD DAIX SUP SALES

Email Address:

ARNOLD.DAIX@AMPLEXOR.COM

Signature of Authorized Representative:



AUGUST 25, 2021 Date:

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: AMPLEXOR, INC.

Organization Address: 625 WHITETAIL BLVD W154022 RIVER FALLS

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	ARNAUD DAIX	Title:	SVP SALES
Signature:		Date:	AUG 25, 2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ WISCONSIN
County of ST. CROIX

SS:

I, ARNAUD DAIX residing in
HUDSON (name of municipality)

in the County of ST. CROIX and State of
WISCONSIN of full age, being duly sworn according to law on my oath depose
and say that:

I am SVP SALES of the firm of
(title or position) (name of firm)

AMPLEXOR, INC. the bidder making this Proposal for the bid
entitled INTERPRETATION AND TRANSLATION SERVICES AND RELATED SOLUTIONS
(title of bid proposal); and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the REGION 4 EDUCATION SERVICE CENTER relies upon the truth of
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by

AMPLEXOR, INC.

Subscribed and sworn to

before me this day

Signature Arnaud Daix
ARNAUD DAIX

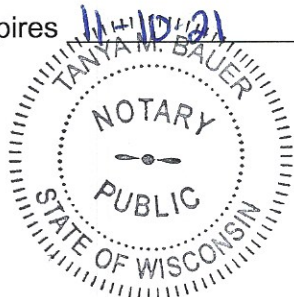
25 AUGUST, 2021

(Type or print name of affiant under signature)

Tanya M. Bauer
Notary public of State of Wisconsin

My Commission expires 11-10-21

(Seal)



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: AMPLEXOR, INC.

Street: 625 WHITETAIL BLVD

City, State, Zip Code: RIVER FALLS, WI, 54022

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Arnold
AUGUST 25, 2021
Date

ARNOLD DAIX
SVP SALES

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	AMPLEXOR, INC		
Address:	625 WHITETAIL BLVD 123		
City:	RIVER FALLS	State:	WI Zip: 54022

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature	ARNOLD DALK Printed Name	SVP SALES Title
--	-----------------------------	--------------------

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

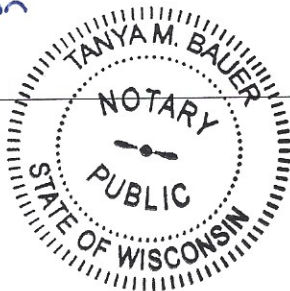
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 25 day of AUGUST, 2021

(Notary Public for state of Wisconsin)

My Commission expires: 11-10-21

Tanya M. Bauer



[Signature]
(Affiant)

ARNAUD DAIX, SVP SALES
(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

21-06

Bidder/Offeror:

AMPLEXOR, INC.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

ARNAUD DAIK

Signature:

[Signature]

Title:

SVP SALES

Date:

AUGUST 25, 2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

August 26, 2021

Amplexor Inc.
625 Whitetail Blvd
WI, 54022 River Falls

To Whom It May Concern,

Due to acquisitions and name changes, we are currently in the process of changing our name on our New Jersey Business Registration Certificate.

Sincerely,

A handwritten signature in black ink, appearing to read "Arnaud Daix", is written over a horizontal line.

Arnaud Daix

SVP Sales and General Manager

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ARNALD DAIX

Title: SVP SALES

Signature: 

Date: AUGUST 25, 2021

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B ITEM 11. For instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa30210x.pdf

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY 41-1881957	2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER	3 TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4 COMPANY NAME Amplexor Inc.		
5 STREET 625 Whitetail Blvd	CITY River Falls	COUNTY STATE WI
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Amplexor Intl. S.A.		STATE ZIP CODE 54022
7 CHECK ONE: IS THE COMPANY <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text" value="0"/>		
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		<input type="text" value="43"/>
10 PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

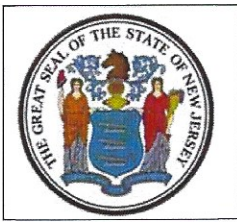
JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN																				
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****					NON MIN										
				BLACK	HISPANIC	INDIAN	ASIAN	AMER	INDIAN	HISPANIC	ASIAN	AMER	INDIAN											
Officials/Managers	8	2	6											2										6
Professionals	31	16	15											16										15
Technicians																								
Sales Workers	1		1																					1
Office & Clerical	3		3																					3
Craftworkers (Skilled)																								
Operatives (Semi-skilled)																								
Laborers (Unskilled)																								
Service Workers																								
TOTAL																								
Total employment From previous Report (if any)																								
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above																							
	43	18	25											18										25

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input type="checkbox"/> 1 Visual Survey <input checked="" type="checkbox"/> 2 Employment Record <input type="checkbox"/> 3 Other (Specify)	14 IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input type="checkbox"/> 2 NO <input checked="" type="checkbox"/>	15 IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 06 06 2018
13 DATES OF PAYROLL PERIOD USED From 08/11/2021 To 08/25/2021		

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) Nicole Butz	SIGNATURE 	TITLE HR Business Partner	DATE MO DAY YEAR 08 26 2021
17 ADDRESS NO & STREET 625 Whitetail Blvd	CITY River Falls	COUNTY STATE WI	ZIP CODE PHONE (AREA CODE, NO., EXTENSION) 54022 715 - 426 - 9505

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-06

VENDOR/BIDDER: AMPLEXOR, INC.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature *Arnold Dair*

Date AUGUST 25, 2021

Print Name and Title ARNOLD DAIR SUP SALES



Tab 4 – Qualification and Experience

Questionnaire and References

Questionnaire 3
References 18

Questionnaire

i. Provide a brief history of the Offeror, including year it was established and corporate office location. Include number of translators and/or interpreters.

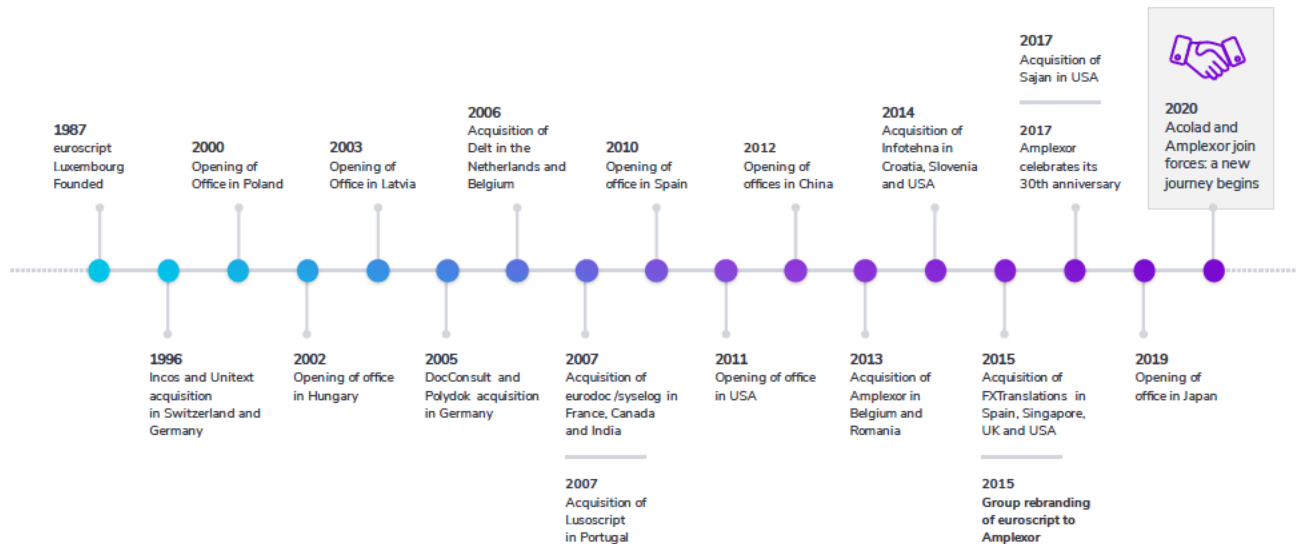
From its establishment in 1987 Amplexor has developed into a global content solution provider, helping customers around the world design, build and run content management operations of all sizes. For decades, we have worked alongside public and private organizations, helping them structure, optimize and secure their content processes.

Amplexor specializes in the provision of language services, comprising of tech-enabled language and content solutions that include interpreting, translation, and post-editing services, e.g., for documents, websites, and software. Amplexor also provides information services to businesses and organizations such as software implementation, website solutions, search-engine optimization (SEO) and digital marketing services.

In 2020, Amplexor joined the Acolad group. Acolad was founded in 1993, and it is a leading group of professional translation and interpreting companies. The Acolad group is the number one ranked language service provider in Europe, and in the top five worldwide as measured by revenue.

Our History

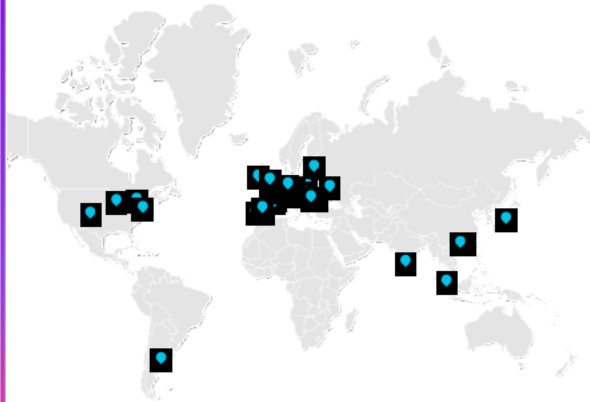
OVER 30 YEARS OF CONTENT EXPERTISE



With 41 offices in 25 countries [REDACTED] we provide language solutions at scale while maintaining global and local relationships. Amplexor corporate office is located near Lisbon, Portugal, and US Headquarters are located in River Falls, Wisconsin.

Global Presence

LOCAL KNOW -HOW WITH INTERNATIONAL REACH



41 OFFICES **25** COUNTRIES **4** CONTINENTS

Europe

Belgium Brussels Heverlee (Leuven)	France Boulogne Lyon Nantes Toulouse Paris	Latvia Riga	Romania Bucharest Cluj-Napoca Sibiu
Croatia Zagreb	Germany Augsburg Berlin Düsseldorf Frankfurt Munich Stuttgart	Luxembourg Luxembourg	Slovenia Novo mesto
Denmark Farum	Ireland Dublin	Netherlands Amsterdam Amstelveen Eindhoven Utrecht	Spain Barcelona Madrid Vitoria-Gasteiz
Finland Helsinki Jyväskylä Kouvola Oulu Tampere Turku Vaasa	Italy Bologna Milan Rimini	Poland Krakow	Switzerland Geneva Kreuzlingen Winterthur Zurich
		United Kingdom Cambridge London	Sweden Kista
		Portugal Paço de Arcos	

North America

USA
Westminster, Colorado
River Falls, Wisconsin
Houston, Texas
Larchmont, New York

Canada
Montreal

Asia Pacific

China
Shanghai
Shenzhen
Suzhou

India
Chennai
Japan
Kobe

Singapore
Singapore

Latin America

Argentina
Buenos Aires

In the interpreting sector, Amplexor has, for over 25 years, developed strong expertise in the provision interpreting services in multiple sectors with a strong focus on the public sector. Our offices around the world ensure our local presence, maximum responsiveness, and the ability to meet your needs locally and internationally.

As a global language service provider with a strong local presence, our offices and employees are located in key areas around the world; this guarantees the required proximity and knowledge of the specificities of different markets and geographies.

Our local presence is particularly strong in North America and in Europe, where a high number of our linguists are located. In addition, we can count on an interpreter and translator community around the world. Amplexor has an extensive network of over 20,000 tested and qualified professional linguists giving Amplexor the capacity to deliver high-level language services everywhere, and it allows us to ensure capacity and availability when needed.

ii. Describe Offeror's reputation in the marketplace.

Amplexor is known in the industry as a Language Service Provider focusing on customer needs and going above and beyond the reasonably required to ensure the right service level. We are easy to engage with, and value customer satisfaction above all other Key Success Indicators (KPI). This drives Operational excellence, i.e., meeting or exceeding our commitments and Service Level Agreement for on time, on budget, and on quality deliveries.

We are also known for driving innovation in technology and processes, in a way that addresses documented challenges, rather than for the sake of change in itself. Whether automation to improve the translation workflow, or the right mix of tools to improve quality and performance, we identify, assess, and adopt based on our customers' needs.

Finally, we consider ourselves as a true global company, and are perceived as such. By global, is meant 'Think global, act local', in other words, while we leverage our expertise and best practices from our worldwide presence, we never lose track of the environment of our customer, their culture, and local constraints. We don't mix global with a 'one size fits all' approach, instead we listen and align our capabilities.

iii. Describe Offeror's reputation of products and services in the marketplace.

On September 21st, 2020, the Acolad Group announced that it would acquire Amplexor. This deal combines the 12th- (Amplexor) and 13th-ranked (Acolad Group) companies on CSA Research's list of 100 largest language service providers. Following the acquisition, the merged LSPs and current Acolad has vaulted into the eighth position in the Top 10 list worldwide, and number 1 in Europe, according to the June 2021 CSA Research report.

Beyond rankings and on a practical level, our customers tell us that we are easy to do business with and that it is evident that customer service is our number one focus. This has built Amplexor a reputation for excellent delivery and customer service:

- **Expertise**—Amplexor's production and quality systems are built from the ground up to support our customers in regulated industries. We can lead clients to new approaches, and we are not afraid of improving the way we are doing business. In addition, Amplexor has an unparalleled industry know-how. We regularly speak and write on industry-related topics, and our partners are leading consultants and experts.
- **Data/metrics-driven processes**—No other supplier can claim a similarly detailed approach to defining, measuring, and continually improving translation quality. Governed by our ISO 9001-certified systems, Amplexor can customize quality metrics and KPIs for each customer.

- **Comprehensive and innovative solutions**—Our core services are language translation and interpreting and, through the wider Acolad Group, solutions in Digital Collaboration, Content Management and Digital Experience marketing. We have proven expertise in helping global companies transform their processes to help them scale globally and achieve efficiency gains, both in terms of time to market and reduced costs across markets. We provide successful solutions that solve complex linguistic, technical, and consulting challenges.
- **Flexibility and ease of use**—At Amplexor, one size does not fit all. Amplexor is responsive, friendly, and client oriented. We listen well and our consultative approach is aimed at sharing knowledge and information with our clients. A dedicated team supports every customer, providing for one primary point of contact with multiple escalation levels.

iv. Describe the experience and qualification of key employees.

A dedicated team will be assigned to each Participating Agency. This team includes various complementary areas of expertise. Your dedicated team will ensure the good development of our collaboration on a day-to-day basis.

Account Manager

The AM is the long-term account owner who will drive the overall strategy both internally with the Amplexor team and with the Participating Agency. This includes developing and managing key performance indicators, overseeing continuous process improvements, strategic initiatives that meet customers' goals whether that be improvements in quality, implementation of innovative technology, or achieving targets in cost efficiencies. The Account Manager is your escalation point for account-related matters.

Our AMs have extensive experience in the localization industry, and in Operations in particular. They have a successful track-record of establishing sustainable long-lasting business partnerships with many of our strategic customers.

Business Development Manager

Your dedicated BDM oversees the overall business relationship. They are the initial contact and are responsible for leading the internal team to properly onboard Participating Agencies. All client requirements, concerns, and history are shared and communicated to internal Amplexor teams, so the program is successful. Your BDM will liaise with your purchasing department and ensure that the contract is properly implemented and that improvements are regularly made.

Our Business Development Managers have years of experience in the localization industry, helping strategic clients build and execute strategies to remove language and technology barriers for accelerated global market and content success.

Project Manger

Project Managers are responsible for putting together a service quality plan (SQP) that documents customer’s requirements, our planned process, resource requirements, linguistic teams, and technology to be used on the program. A Lead Project Manager ensures that projects run on-time, on-budget and according to client requirements:

- Responsible for weekly and post-project reports
- Main escalation point for day-to-day project matters
- Responsible for budget, schedule, and deliverables
- Coordinates the Amplexor project managers
- Oversees a team of project coordinators distributed globally to handle high volumes of work across time zones.

Amplexor’s Project Managers have managed programs for large strategic clients for many years, and they are veterans in the localization industry.

Support Teams

In addition to the dedicated core team, you will benefit from the support of Amplexor's expert teams, including:

- **Resource and Vendor Management:** Our resource management team is part of our global delivery organization and is responsible for recruitment, testing and qualifying, and maintenance of our resources, as well as for onboarding once resources have passed our certification process. They maintain rankings, training taken, experience gained, and any other feedback in the vendor management database.
- **Quality Management and Quality Assurance:** These teams are in charge of monitoring, non-compliance management and certifications, and overseeing the worldwide implementation and support of our Integrated Management System.
- **Language and Linguistic Leads:** They are responsible for overall linguistic strategy for the account. The linguistic lead defines and documents processes related to the linguistic strategy; performs source text analysis on identified projects; and coordinates and supports the team of global linguists during onboarding and project execution, providing instructions and Q&A. For large programs, Language Leads are assigned for

each language, and they support as consultants in language-related matters, communicating with reviewers as needed.

- **Technical Leads:** Our team of technical specialists are experts in specific area such as technical publications, e-learning, web technology, video and animation, voice integration with multi-media, and software localization. Technical leads work with desktop publishing, multimedia and engineering external resources as needed.

v. Describe Offeror’s experience working with the government sector.

Amplexor has a long and successful history working with public institutions across the globe.

[REDACTED]

[REDACTED] We have an efficient contract implementation process for public sector institutions, and our services, technology, and order management system allow us to scale to large government demand while adhering to their regulations.

vi. Elaborate on your company’s ability to customize solutions for remote interpretation in light of the post Covid-19.

Amplexor stands for innovation and technology. Our mission is to anticipate market trends and offer our clients interpreting and technology solutions that meet their changing needs in all respects. For over 10 years, we have provided over the phone and remote interpretation services with a focus on the public sector.

In 2020, the COVID19 crisis, abruptly accelerated the introduction of innovative over the phone and remote interpreting solutions. This exponential growth in demand led to impressive technological and operational improvements in this field.

Over the years, Amplexor has closely followed and proactively engaged in the selection and development of advanced, competitive solutions. Our key focus points include user experience, performance, security, cost-effective and transparent pricing. Acting as consultants, we help our clients navigate through the multiple options available on the market today, tailoring our offer according to their requirements and expectations, turning complexity into simplicity.

vii. What certifications are held? Are you HITRUST certified?

[REDACTED]

[REDACTED]

[REDACTED]

viii. Do you employ or contract your translators and/or interpreter?

Amplexor has strategically pursued an outsourcing strategy in order to obtain the most qualified linguists in the specific field for linguistic services across the production lifecycle. Because we screen on specific subject matter areas it would be impossible to retain all subject matter specializations in-house. By outsourcing, we ensure that we have the best resources with the specific subject matter expertise.

Our mix of outsourcing and in-house translation resources allows us to use the best and most qualified professional linguists in the field. This way, we can scale our language demand as needed, while monitoring quality and performance through our in-house experts. Our dedicated global vendor management team works closely with our account teams to ensure we have the resources in place, tested and assigned for each customer. Our network of over 20,000 sub-contractors, agencies, and partners allows us to do this effectively.

All our linguists are subject matter experts, professionally trained and qualified native-speaking linguists. They are both US-based and located off-shore in their native countries.

ix. What is your procedure for evaluating qualified linguists? What type of quality standards do you hold? Describe training and certification in detail.

The Amplexor certification is one of the industry's most demanding, and closely matches the skills of each individual linguist with the subject area and needs of a specific client. To become certified as an Amplexor translator, a linguist must meet the following minimum requirements:

- Formal higher education in translation (recognized degree).
- At least five years of full-time professional experience in translating, in case there is no higher education in translation or equivalent field
- Be a domain specialist in specific subject matters and have relevant qualification and/or experience in these domains.
- Strong track record of maintaining strict schedules and rapid turnaround
- Native speaker (living in their native-language country)

In addition, for interpreters we require:

- Previous interpreting experience (at least two years/300 hours), verified through professional services invoices or payroll check stubs
- Professional references from at least three independent sources
- Cultural competency coupled with ability to interpret meaning for meaning, not just word for word
- Certifications and memberships to interpreter associations or accreditation by national/international institutions

Selected linguists are then required to undergo a preliminary testing phase and will only be added to our database of approved suppliers if they have passed at least one of our subject matter specific translation tests. To obtain certification, all linguists are monitored through an extensive training period. This includes training on our key client domain specialties, knowledge of current translation and localization tools, and testing in our quality system. All of our linguists must meet these requirements before they can be assigned to any of our project work.

Once entered into the resource database, the interface allows Resource Management to apply several criteria filters that will enable them to pre-select viable candidates for each account. Resource management works together with the global program manager to align the most qualified and talented linguists to the program based on their experience, track record and expertise.

Linguists are rated and feedback on their performance is systematically logged in our database. Our external resource pool is subject to a continued performance surveillance through periodic evaluations. We do this using our linguistic evaluation system. Data is also collected through peer-review (linguists), internal reviews (Amplexor teams) and client feedback. In case of non-conformity or negative evaluations, our quality management teams take the necessary actions that can lead to the exclusion of a linguist from our database, should our guidelines and requirements not be met.

x. What checks and balances do you hold to ensure translation accuracy?

Our quality assurance process starts with linguist selection and preparation. Linguists are selected based on a strict set of proven criteria, including profile (education and background), attested language combinations, subject-related knowledge, professional experience, and expertise in your areas of activity and in other relevant subject matters, and certifications and memberships to translator and interpreter associations.

Amplexor continuously measures the quality of the content to be delivered to our customers through a thorough language quality review process using a linguistic evaluation system based on scorecards. Language review is a step that is typically carried out during and/or at the end of the translation process, and it is concerned with reviewing the quality of the work by the translation team.

A sample of the total number of words within a project is evaluated. Subsequent steps review the work performed by previous linguists in the translation process. [REDACTED]

[REDACTED]
[REDACTED] It is deployed as part of our standard process to ensure that quality issues are identified and addressed prior to delivering to our customers.

In addition, we monitor linguists' performance in terms of quality, as well as factors such as their collaborative attitude, ability to meet deadlines, stylistic preferences, consistency, and fulfilment of availability agreements, as key elements of our quality assurance program. Feedback is collected and systematically analyzed in compliance with our ISO 9001 certified evaluation process.

For Amplexor, it is of utmost importance to guarantee the quality of the services provided and the highest customer satisfaction. We believe that excellence can only be achieved through continuous improvement. In line with our quality assurance policy, we implement optimization goals in a continuous cycle, monitor progress and determine the necessary actions. Quality resides in the process. For this reason, Amplexor has a fully developed and comprehensive, multi-level approach to translation quality including all stages of the production process:

- Understanding of customer requirements through effective customer contact
- Planning to ensure traceability of processes and their development
- Thorough project analysis to minimize all associated project risks and prevent errors
- Selection of suitable qualified resources
- Regular review and monitoring
- Evaluation of all factors that could further optimize the project
- Customer satisfaction surveys, customer feedback, non-conformity analysis

This complex system is supported by our QA technologies, which range from the IMS that helps us manage and document all our processes; the use of various translation and language support tools and technologies; the scorecard technology that supports our continuous evaluations; or

the technology that powers our CAPA (corrective and preventive action) system, all the way to the quality assurance tools used in Production.

xi. Where are your interpreters and/or call centers located? Include a listing of off-shore and/or US-Based locations.

For US projects, our interpreters and call centers are in general located in the US. For onsite interpretation, interpreters based in the region where the assignments take place are selected to minimize travel costs. For remote interpreting and for US projects, we work with US-based interpreters whose background, qualifications and certifications meet project requirements.

xii. Describe your continuity plan for unforeseen disasters.

According to our BCM policy, when the Crisis State is declared, a Crisis Management Team is assembled lead by the senior business manager (who becomes the Crisis Team Manager) of the affected scope, and a decision is made on whether the BCP or any other contingency arrangements need to be implemented. If the BCP is invoked, the recovery strategy is then followed accordingly with the scenario.

The recovery plan comprises the following generic steps:

No.	Responsible (Role for <Activity Name>)	Step	RTO (h)	Comment/Status
1.	Person identifying the event	COMMUNICATE Whenever is detected an event of unavailability, or an event of probable unavailability affecting any <Activity Name> activity, Customer Service Manager / Director Customer Service Management of <Activity Name> must be informed.	< nnh	

2.	Customer Service Manager / Director Customer Service Management	COMMUNICATE Assess the event for security implications, and informs Information Security areas (e.g., CSIRT).	< nnh	
Damages assessment and activation decision				
3	Customer Service Manager / Director Customer Service Management	ASSESS Assess the event and its impacts on operations, if the predicted unavailability is lower than the defined RTO for <Activity Name>, the responsible shall proceed with normal activities and Incident Management process.	< nnh	
4	Customer Service Manager / Director Customer Service Management	REPORT If the predicted unavailability is higher than the defined RTO for <Activity Name>, the responsible shall report the event(s), the current status, and operational impacts to the Senior Customer Experience Manager.	< nnh	
5.	Customer Service Manager / Director Customer Service Management	ASSESS Assess one or several solution scenarios and global disruption impacts to Acolad.	< nnh	
6	Senior Customer Experience Manager	DECIDE Decide on solution scenario, if the Crisis State must be declared, resources , and informs the Acolad Board and Crisis Team Members on this decision.	< nnh	The declaration of the Crisis State depends on the impact of the incident or situation

Monitoring during contingency period				
7	Crisis Team Manager	CONTACT Organise Crisis Management Team meeting to decide on solution path, communication processes and crisis meeting periodicity.	< nnh	Define a schedule accordingly to the nature of the incident, impact and expected duration.
8	Crisis Team Manager	INFORM Informs Board, manage communications with the customer and internal teams according to established communication plans and in case the issue is resolved	< nnh	Merge this one
9	Crisis Team Manager	INFORM Manage customer communication and informs Board concerning recovery measures to fix potential delivery delays.	< nnh	
10	All CMT members	IDENTIFY IMPROVEMENTS Identify and register improvements to this plan by notifying the CTM.	recursively	
Resuming normal activities				
11	Crisis Team Manager	COMMUNICATE Declares the end of the crisis.	N/A	
12	Crisis Team Manager	REPORT Produce a crisis report	nnh after	
13	All CMT members	APPROVE IMPROVEMENTS Approve BCP plan improvements	Nn days after	

xiii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Amplexor International, S.A., the parent company of Amplexor, Inc. was acquired by the Acolad Group in September 2020.

We have no litigation or bankruptcy to describe.

xiv. Is your company compliant with HIPPA requirements? How is data security monitored and protected? (Patient names, SSN, credit card info, etc.)

Our company is globally compliant with EU. GDPR and, data defined as "special types of personal data" are targeted with additional protection methods such as (but not limited to) encryption, DLP, access control, audit trails WW/WWW, etc. Additional measures may be defined in MSA/SoW and inherent DPA.

xv. Is you company compliant with Board for Evaluation for Interpreters (BEI) and/or Registry of Interpreters for the Deaf (RID) requirements? If so, please provide all certification levels. If not, what is you plan and timeframe to become BEI and/or RID certified?

Amplexor works with freelance interpreters that are selected based on the specific requirements of each project. The freelance interpreters Amplexor selects must demonstrate the required qualifications and solid professional experience. Certifications and memberships to interpreter associations, as well as adherence to local, national, and international professional standards and practices are key elements of our selection process. Interpreters provide copies of their certifications and memberships and commit in writing to strict compliance with the standards and regulations set by the competent associations and institutions.

For sign language interpretation, the interpreters selected by Amplexor are compliant with BEI and RID requirements.

xvi. Explain your privacy, confidentiality, and security practices including encryption, nondisclosure information and/or agreement documents(s), server locations, and breach protocols.

Our global privacy is aligned with EU GDPR requirements, additional privacy arrangements may be set up in MSA/SoW/DPA.

Our information security policy establishes Confidentiality, Integrity and Availability as key principles leveraged by our ISMS, managed with KPIs and operated with controls such as (but

not limited to) encryption (in transit, by default TLS 1.2, at rest accordingly MSA/SoW arrangements), perimeter defense with NGFW and IDS/IPS, malware defense (centralized AV console, signatures updates pushed daily), backup procedures (adopting a 3-2-1 approach), operational controls (change control, incident management, capacity management, whitelisting, etc.).

All employees have NDA provisions by default within their contracts, and externals (contractors, vendors, etc.) are targeted with NDA agreements.

As we are a global company, our main server locations can be either the US or the EU, subject to agreement in MSA/SoW.

Our breach protocols follow our established incident management process, and they are led by our CSIRT with a defined escalation matrix (e.g., involving the CISO when the issue impacts business activities, and the DPO in case of personal data), in order to identify the breach, and provide a first response (containment) and remediation (eradication).

xviii. Provide any additional information relevant to this section.

Quality accreditations represent our deep commitment to customers' expectations and international standards. We aim to go beyond compliance, continuously improving our global quality system to foster a climate of effectiveness, innovation and high-quality products and services. Amplexor holds the following certifications:

Quality Standards

Quality certifications represent our **deep commitment to customers' expectations and international standards**. We aim to go beyond compliance, continuously improving our global quality system to foster a climate of effectiveness, innovation and high quality products and services.

ISO CERTIFICATES

- ISO 9001:2015**
Quality Management System
- ISO 17100:2015**
Translation Services
- ISO 13485:2016**
Medical Devices — Quality Management Systems
- ISO/IEC 27001:2013**
Information Security Management Systems
- ISO 18587:2017**
Machine Translation (MT) Post-Editing Services

OTHER COMPLIANCES
ISO 14971; SOC2 CSR; GxP

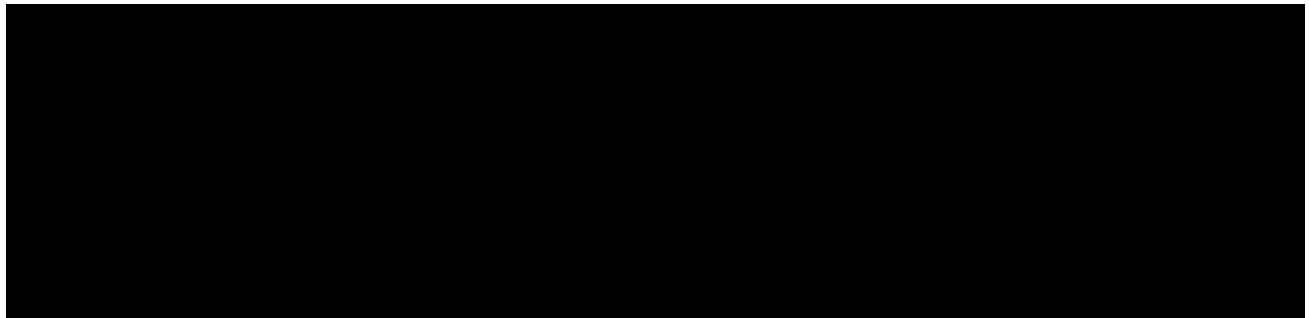
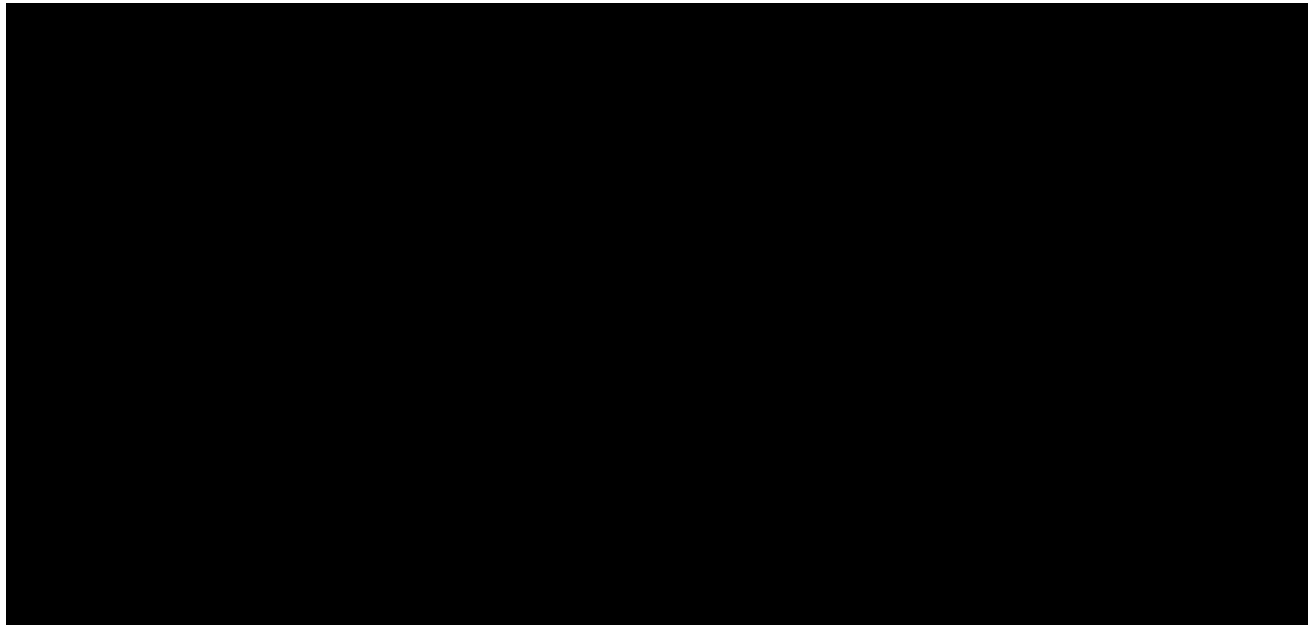
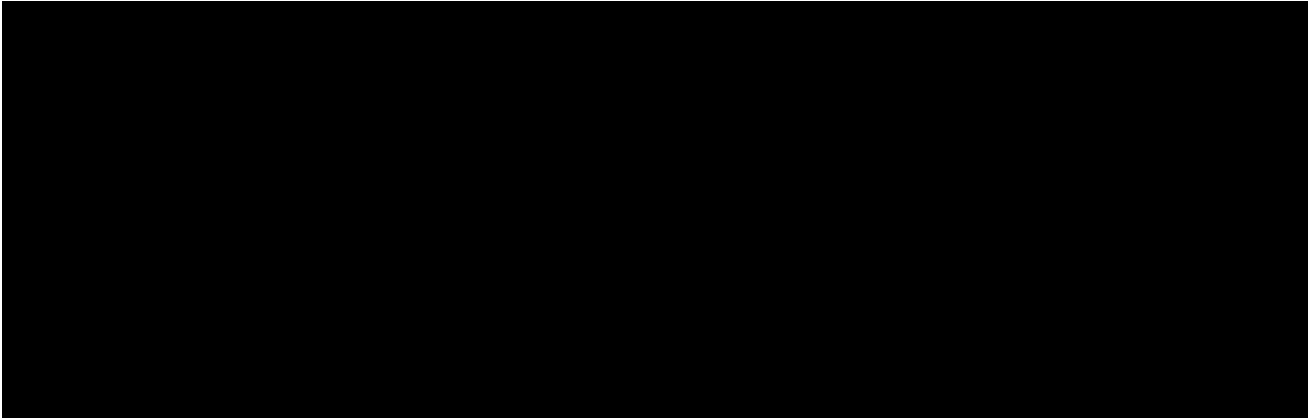
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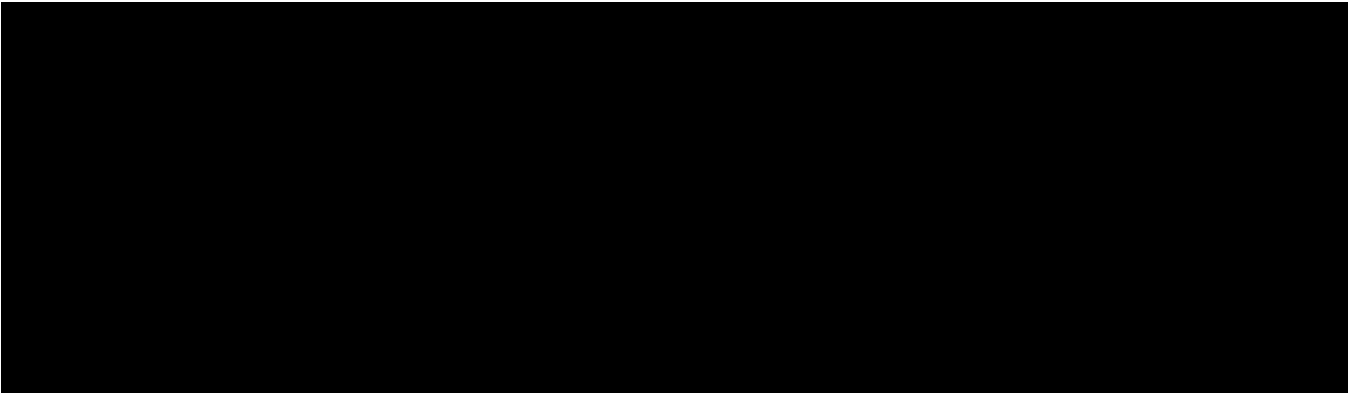
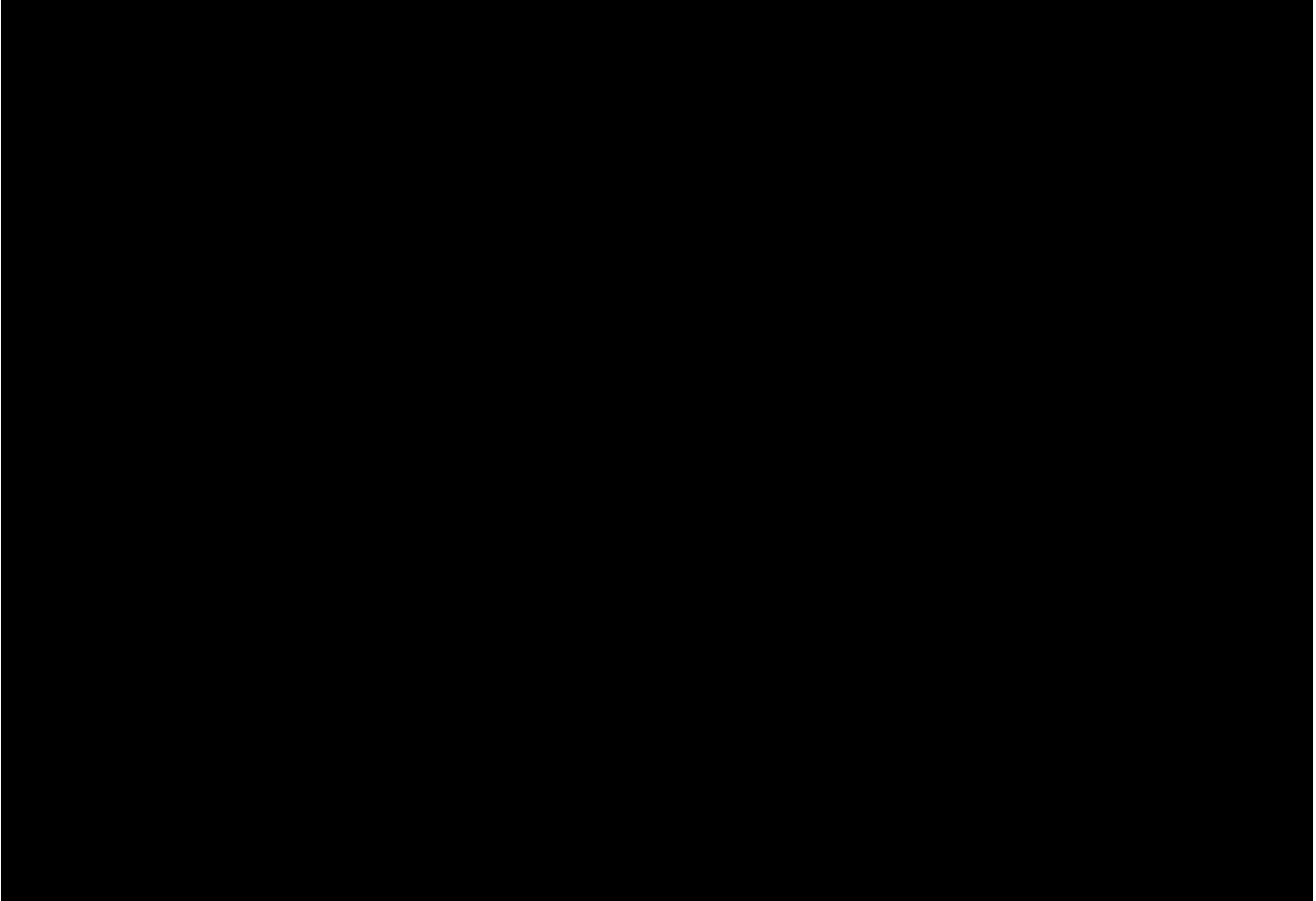
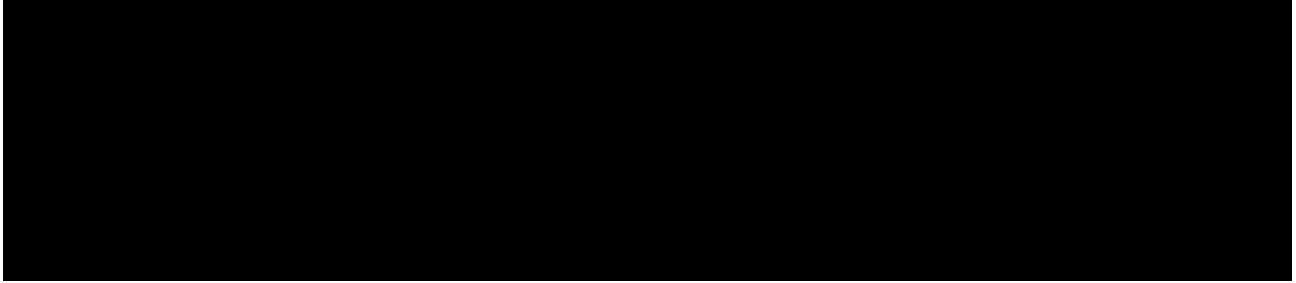
Amplexor brings worldwide organizations and public services closer to local communities through high-quality translation and interpretation services. [REDACTED]

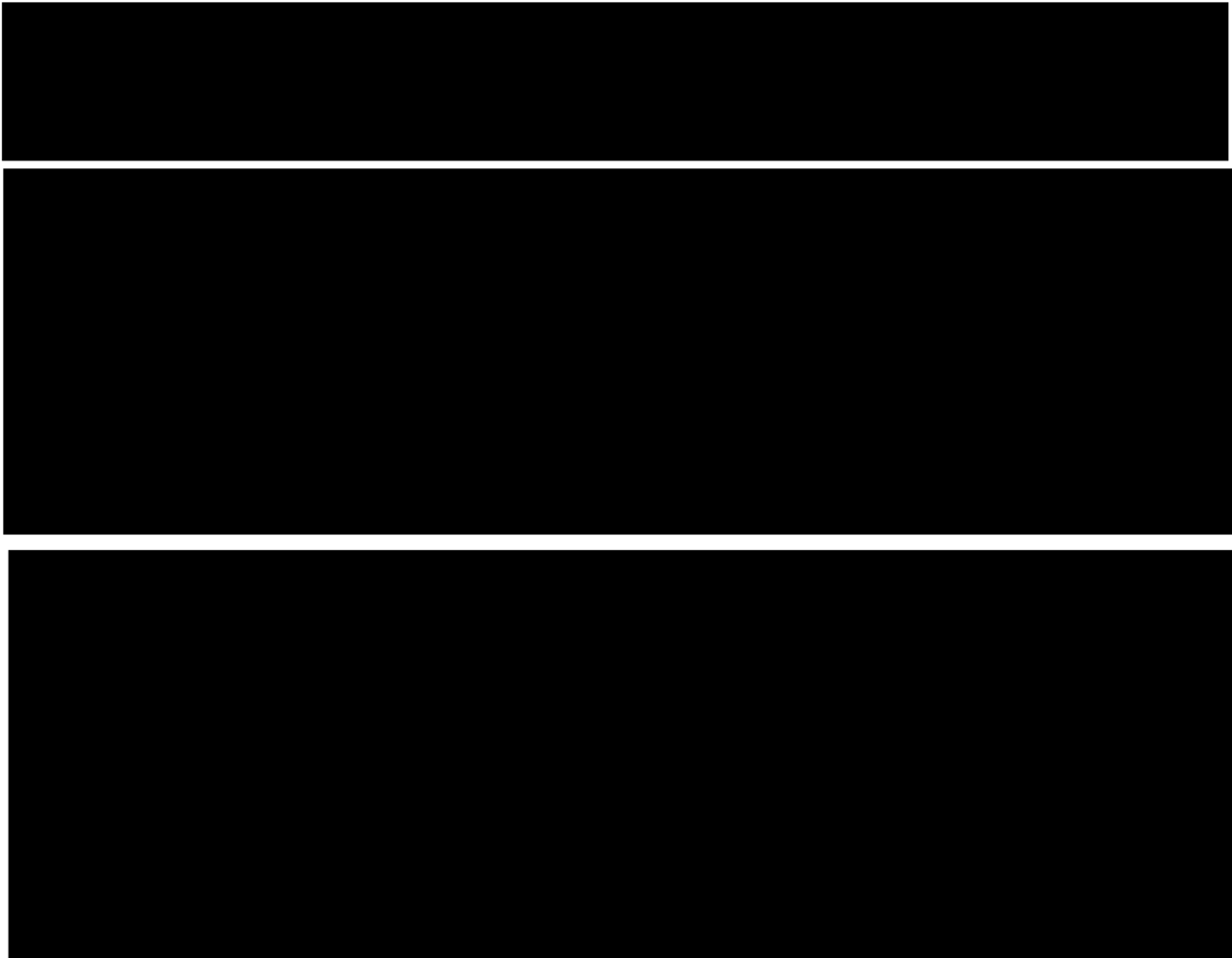
[REDACTED] In addition, Amplexor was a selected supplier in the 2018 Region 4 solicitation, and it is currently providing services to several participating agencies. On the private sector, Amplexor also partners with OMNIA Partners to provide excellent services to multiple OMNIA Partners participating members.

References

xvii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.







Amplexor is a global content partner, providing a full suite of language and content solutions, services and technologies. For over 30 years, we've been helping companies across industries to succeed in international markets through end-to-end strategies. We address all content-related needs: from digitalization to globalization. In 2020, Amplexor joined the Acolad group, strengthening the group's leading position across industries and geographies.



Tab 5 – Value Add

August 31st, 2021

Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Amplexor, as part of Acolad, is a proven, reliable, US based partner with global service capabilities which can be leveraged as needed. From Translation to Interpretation services, and everything in between, we have a solution portfolio that is a mix of internally developed and outsourced services. This makes us agile, and reliable in terms of scale and bandwidth. We use technology extensively to support and enhance our service level. For this program, we will leverage our in-depth understanding of the requirements from Region 4 and other public Agencies to provide the best possible experience to our customers.

Below are characteristics which makes us trust that we are the best partner for Region 4:

- Over 25 years of experience working with government agencies and Region 4 end clients.
- Dedicated staff to manage the business of multilingual communication, so you don't have to.
- Devotion to customer service and our willingness to be responsive to your needs.
- Our understanding of and commitment to excellence, and our ability to consistently achieve it.
- Network of more than 20,000 qualified and experienced linguists
- Interpretation in more than 240 languages and dialects

Amplexor is a global content partner, providing a full suite of language and content solutions, services and technologies. For over 30 years, we've been helping companies across industries to succeed in international markets through end-to-end strategies. We address all content-related needs: from digitalization to globalization. In 2020, Amplexor joined the Acolad group, strengthening the group's leading position across industries and geographies.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)



AUGUST 25, 2011
Date


SUP SALES
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>AMPLEXOR, INC</u>	Contact	
	_____		Signature
	_____		<u>ARNAUD DAIK</u>
	_____		Printed Name
Address	<u>625 WHITETAIL BLVD</u>		<u>SVP SALES</u>
	<u>WI 54022</u>		Position with Company
	<u>RIVER FALLS</u>	Official Authorizing Proposal	
	_____		Signature
	_____		<u>ARNAUD DAIK</u>
	_____		Printed Name
Phone	<u>715 426 9505</u>		<u>SVP SALES</u>
	_____		Position with Company
Fax	<u> </u>		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, ARNAUD DAIK, as an authorized representative of

AMPLEXOR, INC., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

08/25/2021
Date