

Region 4 Education Service Center (ESC)

Contract # R210604

for

Interpretation and Translation Services and Related Solutions

with

ITC Translations USA, Inc.

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and ITC Translation USA, Inc. effective January 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between ITC Translations USA, Inc. ("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 R210604 for Interpretation and Translation Services and Related Solutions ("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
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- 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.
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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 ITC Translations USA, Inc
Address 900 E. Indiatown Rd - Suite 302
City/State/Zip Jupiter, FL 33477
Telephone No. 561-746-6242
Email Address C.imbaud@itcglobaltranslations.com
Printed Name CELINE IMBAUD
Title Founder & President
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R210604

Initial Contract Term 01/01/2022 to 12/31/2024



Region 4 ESC Authorized Board Member

10/26/2021

Date

Margaret S. Bass

Print Name



Region 4 ESC Authorized Board Member

10/26/2021

Date

Linda F. Tinnerman

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)

REDACTED VERSION

Solicitation Number 21-06
August 21st, 2021



Headquarters:

ITC Translations USA, Inc.

900 E Indiantown Rd, Ste 302
Jupiter, FL 33477 – USA

Executive Manager

Céline Imbaud
Founder & President
c.imbaud@itcglobaltranslations.com
Head Office +1 561 746 6242

Primary Contact

Mathieu Barrier
Partner Solutions & Development Manager
m.barrier@itcglobaltranslations.com
Direct Line +1 470 607 5528

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1 DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)

APPENDIX A

DRAFT CONTRACT

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- 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;
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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.

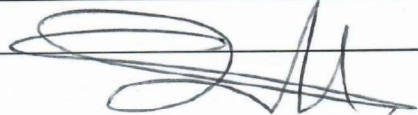
31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 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 ITC Translations USA, Inc
Address 900 E. Indiatown Rd - Suite 302
City/State/Zip Jupiter, FL 33477
Telephone No. 561-746-6242
Email Address c.imbaud@itcglobaltranslations.com
Printed Name CELINE IMBAUD
Title Founder & President
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

a. Terms and Conditions Acceptance Form (Appendix B)

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)

2 PRODUCTS/PRICING

i. 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. Offeror may offer their complete balance of line products and services. Prices listed will be used to establish the extent of a product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

- Price Lists must contain the following:
 - Language
 - Rate
 - Unit of Measure
 - Travel and related fess
 - Any administrative fee related to the services(s)
 - Equipment
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price (including freight)

ANSWER: See/Refer to 2.1, 2.2, 2.3, 2.4

ii. Media submitted for price list must include ITC Translations USAs' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

ANSWER: N/A

iii. Is pricing available for all products and services?

ANSWER: Yes. See/Refer to 2.1, 2.2, 2.3, 2.4

iv. Describe any minimum fees.

ANSWER: See/Refer to 2.4.2

v. Describe any shipping charges.

ANSWER: N/A

vi. Provide pricing for warranties on all products and services.

ANSWER: N/A

vii. Describe any return and restocking fees.

ANSWER: N/A

viii. Describe any additional discounts, promotions, special offers or rebates available.

Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

ANSWER: As described in other sections, ITC will negotiate pricing and offer suitable volume discounts, depending on the size and scope of the opportunities. The pricing provided is competitive and will ensure quality deliverables to the public agency clients. However, ITC is open to providing volume discounts.

ix. Describe how customers verify they are receiving Contract pricing.

ANSWER: ITC Translations USA frequently enters into Fixed Term contracts, with the option to review pricing on an annual or two-year basis. ITC does not change pricing without the express consent and agreement of the client.

x. Describe payment methods offered.

ANSWER: Payment methods = Wire, ACH, CC, Checks, PayPal

xi. Propose the frequency of updates to ITC Translations USA's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

ANSWER: ITC agrees the category discounts should not change. Regarding pricing, as mentioned above, agreed contract pricing will not change unless it is expressly agreed with the Client. ITC has entered into several long-term contracts, where the pricing has not needed to change. This would be the intention with the OMNIA Partner clients, to ensure competitiveness and avoid high administration overheads.

If pricing does need to change, it will be through negotiation and agreement.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

ANSWER: As mentioned, ITC has entered into several long-term contracts where the pricing has not needed to change. We understand we are in a competitive industry and we need to compete with other localization providers. We do differentiate ourselves through our excellent customer service. However, we understand we need to be competitive with pricing and with our technological innovations, to ensure client satisfaction and partnership success.

xiii. Provide any additional information relevant to this section.

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.

ANSWER: This is agreed by ITC Translations USA.

2.1 Telephone Interpretation Services

Telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate. Partial minutes or any portion of a full minute may be rounded up to the next highest minute. Length of the call is measured from the time the appropriate target language interpreter is on the line and able to act as an intermediary to the time Region 4 or Participating Public Agency staff terminates the call. Response times or wait times shall not be included in the billable call time. Wait times includes, but is not limited to, time spend in ITC Translations USA's call menu system, with a dispatcher, or in a queue for an interpreter.

2.1.1 OPI Pricing

Per CONUS Time Zones (8AM to 5PM)

Service	Language	Rate in USD	Minimum

Languages Available Over-the-Phone (OPI)				
Achi*	Afghani (Dari)	Afrikaans**	Akan	Akateko**
Albanian (Gheg, Tosk)	Algerian	Amharic	Anuak**	Arabic
Armenian	Asante*	Assyrian	Azerbaijani** (Azeri)	Bahasa*
Bamanankan* (Bambara)	Bambara** (Bamanankan)	Bangla	Basque**	Bassa**
Baungshe (Hakha-Chin, Lai, Lai-Chin, Pawni)	Belarusian	Bengali	Bosnian	Bulgarian
Burmese	Cambodian (Khmer)	Canadian French	Cantonese	Cape Verdian Creole** (Portuguese Creole)
Castilian* (Spain-Romance)	Catalan**	Castellano*	Cebuano	Chaldean

Chin	Chuukese	Croatian	Czech	Dan*
Danish*	Dari	Diejiu	Dinka**	Djoula** (Jula, Dyula)
Dutch	Estonian	Ewe	Falam	Farsi (Persian)
Finnish	Flemish	French	Fujian	Fukienese
Fulani	Fuzhou	Ga*	Garre**	Georgian
German	Greek	Guarani**	Gujarati	Haitian Creole
Hakha-Chin (Baungshe, Lai, Lai-Chin, Pawni)	Hakha- Chinese	Harar	Hassaniva**	Hausa
Hebrew	Hindi	Hmong	Hungarian	Ibo** (igbo)
Igbo** (Ibo)	Ilocano	Ilonggo (Ilongot)	Indonesian	Italian
Ixil	Japanese	Jarai	Javanese	Kanjobal
Kannada*	Kagchikel	Karen	Karenni	Kazakh*
Keija (Hakha- Chinese)	Khmer (Cambodian)	Kikongo**	Kikuyu**	Kinyarwanda
Kirgiz (Kyrgyz)	Kirundi	Kiswahili	Korean	Krahn*
Krio** (Sierra Leone)	Kunama	Kurdish	Kurdish Badini	Kurdish Kurmanji
Kurdish Sorani	Kyrgyz** (Kirgiz)	Lai (Baungshe, Hakha- Chin, Lai-Chin, Pawni)	Lai-Chin (Baungshe, Hakha-Chin, Lai, Pawni)	Lao
Laotian	Latvian**	Lebanese*	Lingala	Lithuanian
Luganda**	Luo**	Maay Maay	Macedonian	Malay
Malayalam	Malinke*	Mam**	Mandarin	Mandingo**
Mandinka**	Marathi*	Marshallese*	Matu*	Mende**
Mien*	Mina*	Mixteco Alto**	Mixteco Bajo**	Mongolian
Moore**	Navajo	Nepali	Norwegian*	Nuer*
Oromo	Pashto (Afghani)	Patois	Pawni (Hakha-Chin)	Persian (Farsi)
Pidgin	Pohnepeian**	Polish	Portuguese	Portuguese Creole* (Cape

				Verdian Creole)
Pulaar*	Punjabi	Q'anjob'al**	Quiche**	Rohingya
Romanian	Russian	Samoa*	Sango*	Serbian
Shona	Sicilian	Sinhala* (Sinhalese)	Sinhalese* (Sinhala)	Slovak
Somali	Soninke	Spanish	Sudanese	Swahili
Swedish*	Sylheti**	Tagalog (Filipino)	Taiwanese	Tajik**
Tamil (Sri Lankan & Indian)	Tedim	Telugu	Teochew (Teochiu)	Thai
Tibetan	Tigre* (Tigrinya)	Tigrinya (Tigre)	Toisan* (Chinese, Taishan)	Tongan
Turkish	Twi	Ukrainian	Urdu	Uzbek*
Vietnamese	Visayan**	Wolof (Ouoloff)	Yiddish**	Yoruba
Yupik**	Zomi*	Zotung*	Zou*	

Languages without an * have an average connection time of 35 seconds (Spanish: 14 seconds).

*On-Demand Language of Limited Diffusion - longer wait time expected.

**Languages of very-limited diffusion. Much longer wait time expected. Scheduling is highly recommended.

All interpreters are US-based or US Citizens

Rare Languages Pricing: TBD

2.1.2 Equipment

The benefit of our Toll-Free OPI system is that clients can utilize their existing phone system to access the service. The toll-free number can be dialed from any landline or mobile phone.

If additional equipment is needed, we are able to provide a set number of cell phones to clients to meet their needs.

With our app-based OPI and VRI service, tablets can be provided to access the service, as well as mobile carts to hold and transport the tablets. The benefit of this option is

that staff won't need to use their personal devices to access the services. Any maintenance related issues can be handled by contacting our team directly.

Equipment	Model	Manufacturers Suggested List Price (USD)	Net Price (USD)	Net price in USD (including freight)	Complete Specs

2.2 Onsite Interpretation Services

Language interpretation services for core languages and non-core languages shall be provided at the per hour rates. At the time of assignment, ITC Translations USA will be notified whether the assignment is for a specific activity or an identified timeframe (i.e., from 9 a.m. to 12 p.m.). If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e., 30, 40 or 60 minutes). For a defined timeframe assignment, Region 4 or Participating Public Agency reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location. For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30-minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30-minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30-minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for on-site interpreters will be for the duration of the identified timeframe, the initial 2-hour period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10th of an hour increments, less a lunch period.

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.

2.2.1 Requirements

Minimal service requirements include, but are not limited, to the below:

- Provide interpreters in person, on site or otherwise, when required. The requirement for in-person interpreters will be scheduled in advance and ITC Translations USA will provide services within forty-eight (48) hours unless otherwise scheduled at a later date and time.
- If it is anticipated that interpreter services will be needed in excess of eight (8) hours for a single session, Region 4 or Participating Public Agency and ITC Translations USA will mutually determine if more than one interpreter shall be required.
- Be proficient in consecutive interpretation in which the interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is spoken.
- When more than one interpreter is available for an assignment, ITC Translations USA shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the Region 4 or Participating Public Agency.
- Expedited onsite interpreter services shall be provided by ITC Translations USA for requests received with less than forty-eight (48) hours' notice.
- An interpreter shall be physically present at the location specified by Region 4 or Participating Public Agency, including locations with security or other special requirements, and shall abide by all such security or special requirements.
- Region 4 or Participating Public Agency shall have the ability to request a specific interpreter for a specific language interpretation for onsite service if the request is placed in advance of the actual time it is needed, in the manner detailed in Offeror's proposal.
- Screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that

are comparable to or exceed the standards of the American Translators Association.

- Knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to Region 4 or Participating Public Agency for resolution.
- Interpreters who are able to act as a bridge, providing Region 4 or Participating Public Agencies with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.
- Knowledgeable of and comply with HIPAA related privacy guidelines.
- Aware of affidavits and statements of truth in reference to the validity of the translation.

2.2.2 Onsite Pricing

Mileage [REDACTED] if an interpreter needs to travel more than 30 miles.

Other Languages:

- Chinese (Mandarin and Cantonese)
- French
- Japanese
- Korean
- Russian
- Vietnamese
- Armenian
- Cambodian
- German
- Haitian Creole
- Haitian Cape Verde
- Italian
- Polish
- Portuguese
- Tagalog
- Thai
- Arabic

- Hindi
- Somali

Rare Languages Pricing: TBD

2.3 Video Remote Interpreting Services

Video Remote Interpreting services will be billed in sixty (60) second or one (1) minute increments during both standard hours and non-standard hours at the per minute rate specified.

Our on-demand VRI service gives you near instant access to an interpreter in over 200 languages through one easy-to-use app, available 24/7/365. This app is available on iOS, Android, or through Google Chrome.

Once the desired language is selected, you are connected with the linguist in a matter of seconds. If a video linguist isn't available, the system automatically switches to an audio-only option. You will be connected with the first available linguist. If you require a linguist with a distinct speciality, such as a healthcare, medical, or legal background, we highly recommend scheduling an interpreter.

If the wait time is deemed too long for a video call, the system will automatically switch to an audio-only call.

All interpreters are US-based or US Citizens

2.3.1 Requirements

Minimal interpreter requirements Include, but are not limited, to the below:

- Provide video remote interpreting Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Local Time, upon request by Region 4 or Participating Public Agency for languages within 45 minutes of the time services are requested.
- The Video Remote Interpreting system must be compatible with desktop and laptop computers and one 2-megapixel or better camera (built in or clip on) or complementary equipment, as approved by Region 4 or Participating Public Agency. Video Remote Interpreting should be the most cost-effective or logistically reasonable solution for interpretation needs.
- Screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that

are comparable to or exceed the standards of the American Translators Association.

- Able to write at an appropriate reading level for target audience and are linguistically accurate, culturally appropriate, and technically consistent with the original documents and ensure that a single translator is used to complete each document to ensure continuity and consistency in terminology, syntax, and style.
- Knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to Region 4 or Participating Public Agency for resolution.
- Interpreters who are able to act as a bridge, providing Region 4 or Participating Public Agencies with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.
- Knowledgeable of and comply with HIPAA related privacy guidelines.
- Aware of affidavits and statements of truth in reference to the validity of the translation.

2.3.2 VRI Pricing

Per CONUS Time Zones (8AM to 5PM)

Service	Language	Rate in USD (regular hours)	Minimum

Other Languages:

- Chinese (Mandarin and Cantonese)
- French
- Japanese
- Korean
- Russian
- Vietnamese
- Armenian
- Cambodian
- German
- Haitian Creole
- Haitian Cape Verde
- Italian
- Polish
- Portuguese
- Tagalog
- Thai
- Arabic
- Farsi
- Somali
- Hebrew
- Romanian
- Ukrainian

Rare Languages Pricing: TBD

2.4 Translation, Proofreading and DTP Services

Billing for translation services shall be based on the word count, using the MS Word count feature, of the original document.

- *If the document being translated is greater than 150 words, the Contractor shall bill at a per word rate.*
- *If the document being translated is less than 150 words, or if revisions/updates are being requested to a previously translated document and the portion that is to be revised and/or updated is less than 150 words, the Contractor shall bill at a flat fee rate. Offerors are advised that there may be requests that require formatting only. For purposes of these categories, formatting involves manipulation of text that does not require translation. For requests of this nature, the minimum charge will be paid for each request.*

2.4.1 Requirements

- Screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.
- Able to write at an appropriate reading level for target audience and are linguistically accurate, culturally appropriate, and technically consistent with the original documents and ensure that a single translator is used to complete each document to ensure continuity and consistency in terminology, syntax, and style.
- Knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to Region 4 or Participating Public Agency for resolution.
- Knowledgeable of and comply with HIPAA related privacy guidelines.
- Aware of affidavits and statements of truth in reference to the validity of the translation.

2.4.2 Translation Pricing

Source Language	Target Language	Translation & QA per word in USD	Proofreading/Review Hourly Rate in USD
English (US)	Spanish (Latin)		
English (US)	Spanish (Spain)		
English (US)	Chinese (Simplified)		
English (US)	Chinese (Traditional)		
English (US)	French (Europe)		
English (US)	French Canadian		
English (US)	Japanese		
English (US)	Korean		
English (US)	Russian		
English (US)	Vietnamese		
English (US)	Armenian		
English (US)	Cambodian		
English (US)	German		
English (US)	Haitian Creole		
English (US)	Haitian Cape Verde		
English (US)	Italian		
English (US)	Greek		
English (US)	Hungarian		
English (US)	Indonesian		
English (US)	Polish		
English (US)	Portuguese-Brazil		
English (US)	Portuguese - Europe		
English (US)	Tagalog		
English (US)	Thai		
English (US)	Arabic		
English (US)	Somali		
English (US)	Marshallese		
English (US)	Romanian		
English (US)	Serbian		
English (US)	Czech		
English (US)	Bulgarian		

English (US)	Turkish		
English (US)	Ukrainian		
English (US)	Danish		
English (US)	Swedish		
English (US)	Hindi		
Other Source	Pricing available on request		

Flat Fee Rate in USD for all languages (less than 150 words): \$50.00

2.4.3 DTP/Typesetting Services

Description: Final Layout and typesetting in translated versions for Design files.

Applications: Adobe InDesign, Photoshop, Illustrator, FrameMaker, QuarkXpress, AutoCad, and more...

Price in USD:

2.4.4 Layout/Formatting Services

- Create target versions of each file/component from the localized content and make any necessary adjustments
- Incorporate localized versions of various components (graphics, images, charts, etc.) into main file(s)
- Make necessary adjustments to any layout/design elements (including graphics, tables and charts) to accommodate localized content and ensure proper reflow of text to resemble, as closely as possible, the original version
- Confirm proper page referencing in Tables of Content and Tables of Figures if existing tables are manual versions and are not style-based for automatic updating

Price in USD:

2.4.5 Engineering Services

Proper handling of CMS or LMS files for translation and successful import and publishing in any language version supported.

Applications: WordPress, Drupal, Joomla, Typo 3, Magento, Lectora, Articulate, Captivate, and more...

Pricing in USD:

3 PERFORMANCE CAPABILITY

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ANSWER: See/Refer to **3.1**, **3.2**, and **0**.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

ANSWER: Appendix D: Completed and Attached here

Exhibit F. Federal Funds Certifications: Completed and Attached here.

Exhibit G. New Jersey Business Compliance: ITC Translations USA do not plan to do business in the State of New Jersey but open to complete the compliance to policies and procedures required under New Jersey statues when requested.

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.

ANSWER: ITC Translations USA tracks and bills via our Project Management System XTRF. Each person has a specific ID related to his position in the company. We also provide an ID to our vendors to access their portal

Rates are included in the Services pricing provided.

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.

ANSWER: The ordering system is automated through the ITC XTRF system. The client is set up in the system with their individual id. All Purchase orders, invoices etc. are handled and tracked through the system.

The travel policy is included in the interpreting rates. Business travel to meet clients and to attend trade shows etc. is considered part of doing business at ITC.

vi. Describe Offeror's correction plan for errors.

ANSWER: As per the ISO 17100 procedure, ITC will fix any errors which are brought to the attention of the ITC team within 10 days of delivery. A corrective action will also be raised by the Quality Manager and the reason for the errors will be investigated.

Also refer to 3.1.1.3 and 4.1.8.4

vii. Describe Offeror's ability to meet service.

ANSWER: As outlined below, ITC is a growing company that has over 20 years' experience in Translation and Interpretation. The founder, Celine Imbaud, was originally a translator herself and understands the business very well. As ITC is partnering with a strong strategic interpreting partner for this RFP, we believe the combined services of ITC Translations USA will meet the needs of the Public Agencies who will require these services.

ITC has in recent years expanded its offerings to include Audio Video Localization, Transcription, E Learning in combination with the various interpreting requirements.

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

ANSWER: ITC Translations has a strong track record in customer service and problem resolution. As per ISO 17100 procedures, ITC has a formal procedure for dealing with client complaints and resolving problems which may arise, to our customers satisfaction. We understand this is a service business, as well as the need for high quality deliverables, our clients require excellent customer service.

A comprehensive list of our services is listed below. ITC operates USA and European time-zones and at least covers a 16-hour day.

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.

ANSWER: Invoice sent by email 1 day after work delivery via our XTRF system - automatic control between quote accepted by customer and total invoice before invoicing

Payments terms = usually 30 days after invoicing // can be more depending on what is negotiated with customer.

Payment methods = wire, ACH, CC, checks, PayPal

No fees for the client when processing a CC payment.

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

ANSWER: Outlined in 3.3.1 and 3.3.2. We know this partnership will only be a success, with the full engagement of the ITC organization.

xi. Describe the financial condition of Offeror.

ANSWER: See/Refer to 3.1.4 and 3.1.9.

ITC is a growing company and has been profitable for at least the last three years.

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.

ANSWER: See/Refer to 3.1.1.2, 4.1.8.4 and <https://www.itcglobaltranslations.com/>

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.

ANSWER: See/Refer to 3.1.1.2

xiv. Provide any additional information relevant to this section.

3.1 Company

3.1.1 History, Description, Similar Experiences

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

ANSWER: ITC Translations USA is a woman-owned business enterprise, founded by Ms. Céline Imbaud in 1999. This privately-owned translation company was established in an effort to help clients eliminate linguistic and cultural barriers in order to conduct local and international business more effectively. ITC assists companies and organizations with their global communications operations by helping them adapt to a wide range of materials for global use; these materials include legal documents, web sites, software, marketing materials, user guides, multimedia, training guides, e-learning content and virtually any type of material that comprises written or spoken content.

Through the years, ITC has taken advantage of gained experience to improve its project and quality management processes and to master the translation of all types of

documents in all language combinations. As a result, our translation company has been able to expand its client base to include a wide variety of [industries](#). ITC applies translation industry best practices to offer turnkey translation solutions at competitive prices. The key to ITC success is a combination [expert linguists](#), [rigorous processes](#), and [high standards](#).

Key relevant Projects demonstrating capabilities

- In 2020 we undertook our largest Interpreting project to date.

Our client, Amazon.com, was opening a new distribution center in Montreal Canada, at the height of the Covid Pandemic. They required 17 in-person French Canadian <> English interpreters to be onsite 24 hours a day, 7 days a week for 9 weeks. The additional challenge was that we only had 1 week to organize this project.

ITC was able to bring in an on-site project manager and 45 interpreters working various shifts. We have received commendations from the Amazon Montreal team for how this extremely difficult and quick turn project was handled. Particularly, with COVID-19 restrictions in place at the time.

- We were awarded and successfully delivered a significant medical project of over 4.5 million words to complete within the span of 5 months for Epic.

The objective was to perform preparation, translation, proofreading, Quality Assurance using specific medical terminology.

About 35 specialized medical linguists were assigned to the project.

Optimized the translation schedules to ensure terminology and cross-file content consistency.

Terminology standardization thanks to glossaries, reference documents and in-depth project management.

Deliveries of formatted final, user-ready, turnkey files.

3.1.1.1 Language Services

Onsite Interpreting

- Scheduling system
- Customer service
- Response time
- Reporting
- HIPPA Compliant

OPI

- 24/7/365
- App based OR TF number
- Reporting
- HIPAA Compliant

VRI

- Spanish, ASL, Chinese Mandarin Vietnamese: 24/7
- other: M-F, 7 am - 7 pm
- app based
- Reporting
- HIPAA Compliant

Written Translation/Localization/Proofreading/Review/Editing

- Over 200 languages
- North America and Europe offices/Business Hours
- Client Portal
- Monitoring
- Reporting
- HIPAA Compliant
- GDPR Compliant

3.1.1.2 Quality Control

We commit to partnering with our clients to maintain the highest quality in linguist performance and quality of service. Our quality control process, built into all areas of our business, makes it easy for clients and linguists to present compliments and concerns, ask questions or make suggestions.

QA & Spell Checks

ITC's current processes include a mandatory QA check that is run on all projects using a Quality Verification tool. Edits are then implemented to improve quality before delivery

A report with the results is saved for each individual project.

ITC's current processes include a mandatory **QA check** that is run on all projects using a Quality Verification tool. Edits are then implemented to improve quality before delivery

A report with the results is saved for each individual project.

Source	Translation	Severity	Type
Allyn & Bacon:	Allyn & Bacon:	4	Forgotten translation
Needham Heights, MA	Needham Heights, MA	4	Forgotten translation
Adapted from Huba, M.E., & Freed, J.E.	Huba, M.E., & Freed, J.E. dan olindi.	2	Partially forgotten translation
Eberly Center for Teaching Excellence, Carnegie Mell	Eberly ilg'or o'qitish markazi, Carnegie Mellon universiteti	2	Partially forgotten translation
Adapted from Bowling Green University http://www.bgsu.edu/	Bowling Green universitetidan olindi http://www.bgsu.edu/	2	Partially forgotten translation
of 2	/2	1	Leading/trailing spaces
Adapted from Huba, M.E., & Freed, J.E.	Huba, M.E., & Freed, J.E. dan olindi.	2	Punctuation
(2000).	(2000).	3	Number formatting
Oral language and body language are free from bias v	Og'zaki nutq va ishoralar tili, bir-ikki arzimas istisnolardar	5	Number value
Participation quality will be evaluated using the featur	Ishtirok sifati quyida keltirilgan to'rt daraja bilan aniqlanuv	5	Number value
"Participating" is a matter of active engagement, rathe	"Ishtirok" – passiv kuzatish emas, faol qatnashish masala	2	Quotes
"Participating" is a matter of active engagement, rathe	"Ishtirok" – passiv kuzatish emas, faol qatnashish masala	2	Quotes
Depth of Content	Kontentning mazmundorligi	5	Terminology
Accuracy of Content	Kontentning to'g'riligi	5	Terminology
The project has excellent spelling, grammar, punctua	Loyihaning imlo, grammatika, punktuatsiya va original kor	5	Terminology
Some content is copy and paste or plagiarized.	Ayrim materiallar nusxalab, joylangan yoki plagiatga yo'l	5	Terminology
Occasionally introduces information or asks question	Gohida ma'lumot kiritadi yoki savollar beradi	5	Terminology

Similarly, a **Spelling & Grammar check** is carried out as standard on all translation projects before delivery

Data Analysis Sample

Once the linguistic evaluation has been completed, ITC can generate a detailed **Data Analysis** report for each evaluated project showing corrections and error details.

File	Source	Translated	Reviewed	Mistake type	Mistake severity
2021 04 23_V5	The new Gourmet organization represents an exciting challenge for us all, and Leman's employees will have the opportunity to experience this new model alongside us and benefit from the know-how we have gained so far on our path to creating the new Gourmet.	La nouvelle organisation gastronomique représente un défi passionnant pour nous tous, et les employés de Leman auront l'occasion de faire l'expérience de ce nouveau modèle à nos côtés et de bénéficier du savoir-faire que nous avons acquis jusqu'à présent sur la voie de la création de la nouvelle activité gastronomique.	La nouvelle organisation gastronomique représente un défi stimulant pour nous tous, et les employés de Leman auront l'occasion de faire l'expérience de ce nouveau modèle à nos côtés et de bénéficier du savoir-faire que nous avons acquis jusqu'à présent pour développer nouvelle activité gastronomique.	Style/Register	Minor
2021 04 23_V5	Will facilities be closed?	Des installations seront-elles fermées ?	Des usines seront-elles fermées ?	Terminology	Repeated error
2021 04 23_V5	We are committed to communicating all relevant updates as appropriate.<id="x81">	Nous nous engageons à communiquer toutes les mises à jour pertinentes, le cas échéant.<id="x81">	Nous nous engageons à communiquer toutes les informations, le cas échéant.<id="x81">	Style/Register	Repeated error
2021 04 23_V5	It is too early to tell.	Nous ne pouvons pas encore le dire.	Il est encore trop tôt pour le dire.	Style/Register	Non-scoring
2021 04 23_V5	If there are changes, we will communicate at appropriate time.	S'il y a des changements, nous les communiquerons au moment opportun.	Si des changements sont à prévoir, nous vous en informons le moment venu.	Style/Register	Minor
2021 04 23_V5	If there are changes, we will communicate at appropriate times.	S'il y a des changements, nous les communiquerons au moment opportun.	Si des changements sont à prévoir, nous vous en informons le moment venu.	Style/Register	Repeated error
2021 04 23_V5	We are competitors until this transaction is closed.	Nous sommes des concurrents jusqu'à ce que cette transaction soit conclue.	Nous restons des concurrents jusqu'à ce que cette transaction soit conclue.	Style/Register	Non-scoring

Data from these analyses can be collated into monthly reports to provide a statistical overview of the sample review results.

Internal LQA, Scoring Model & QA Metrics

Randomized quality reviews of translation samples can be carried out monthly.

ITC's Quality Department has developed a **Scoring Model** based on coefficients for error types specific to certain verticals – see **Medical Translation** below.

This is combined with defined **QA Metrics** that include an error severity scale and tiered grading system with a failure threshold that qualifies the translation as acceptable/unacceptable.

	Accuracy/Mistranslation	Client Glossary/TM	Consistency	Formatting	Grammar	Instructions	Localization	Numbers	Other/Miscellaneous	Punctuation	Spelling	Style/Register	Terminology
Editorial	1	1	1	1	1.3	1	1	1	1	1	1.3	1.5	1
Financial	1.3	1	1	1	1.2	1	1	1	1	1	1	1	1.3
IT	1.2	1	1	1	1	1	1	1	1	1	1	1	1.3
Legal	1.3	1	1	1	1.2	1	1	1	1	0.9	1.1	1.1	1.2
Leisure/Culture	1.1	1	1	1.2	1.2	1	1	1	1	0.9	1.1	0.8	1.2
Marketing/Communications	1.2	1	1	1.2	1.2	1	1.2	1	1	0.9	1.1	1.2	1.1
Medical	1.3	1	1	1	1.2	1	1.2	1	1	0.9	1.1	0.8	1.2
Other	1	1	1	1	1	1	1	1	1	1	1	1	1
Sciences	1.3	1	1	1	1.2	1	1	1	1	0.9	1.1	0.8	1.2
Technical	1.2	1	1	1	1	1	1.2	1	1	1	1	1	1

3.1.1.3 Dispute Resolution

We guarantee 100% satisfaction on all services rendered. If at any point a client or linguist presents a concern, we commit to the following process:

Contact interested parties to gather information and prepare reports.

Compare/contrast reports and prepare acceptable solutions to all parties.

Maintain records of resolution in interested party files.

Providing equal access language services is important to us. In the case of an interpreter absence (due to no show, tardiness or technical issues) we work hard to find a solution that works for all parties.

1. Identify the issue, contact all parties
2. If the interpreter is no longer available, provide a replacement solution, such as access to our on-demand service for a reduced or waived fee
3. If solution is not satisfactory to all parties, we will happily wave any related charges

3.1.1.4 Contract Implementation/Customer Transition

New clients are invited to several training sessions with our relevant departments. The first session covers translations and will be held by our Director of Translations. Anyone who will be engaging with our services is invited to join a virtual meeting. Attendees will be shown how to submit a document to be translated, including an introduction to our cloud-based submission system. We will talk about our Translation Management System, introduce the concept of a Translation Memory File (TMX), and talk about desktop publishing requirements for documents with specialized formatting. At the end of the meeting, time is dedicated to answering any questions that may arise. Following the meeting, a link to the Cloud-Based submission portal is sent out to attendees so that they can start submitting their projects.

The second meeting covers interpretation services, with our Director of Interpretations, and our dedicated community scheduler, as well as our cloud-based scheduling system.

There will also be an introduction to our on-demand over-the-phone interpreting solution, in addition to our video-remote interpreting service. Again, we dedicate time to answer questions at the end of the session. Following the meeting, links to the scheduling system will be sent out to attendees.

We like to schedule ongoing meetings with new partners fairly regularly over the first 12 months to make sure that we're working together as efficiently and effectively as possible. After the first year, these meetings will then take place either quarterly, or every 6 months at the discretion of the client.

Our existing community partners have encountered difficulties in raising awareness of language services within their various departments, so we offer further training sessions, as well as in-person tabling and/or presentations (when safe to do so) to increase buy-in and spread awareness.

3.1.1.5 Reporting

A variety of reports are available for the client. For the on-demand service, these can be customized based on usage, language type, length of call, average connection time etc. Below is a screenshot of a sample report covering usage.

Account Number	Account Name	Number of Calls	Number of Minutes	Rate Per Minute	Average Connect Time (hh:mm:ss)	Average Call Length (minutes)
1669	INGCO - [REDACTED]	29	398	[REDACTED]	00:00:13	13.7
2260	INGCO International, Inc Master Account	91	572	[REDACTED]	00:00:15	6.3
5228	INGCO - [REDACTED]	544	3835	[REDACTED]	00:00:13	11.1
2406	INGCO - [REDACTED]	46	424	[REDACTED]	00:00:12	9.2
8309	INGCO - [REDACTED]	69	791	[REDACTED]	00:00:13	11.5
9191	INGCO - [REDACTED]	2	31	[REDACTED]	00:00:04	15.5
8269	INGCO - [REDACTED]	9	180	[REDACTED]	00:00:11	20
9196	INGCO - [REDACTED]	2	30	[REDACTED]	00:00:08	15
1660	INGCO - [REDACTED]	4	38	[REDACTED]	00:00:43	9.5
7608	INGCO - [REDACTED]	3	20	[REDACTED]	00:00:12	6.7
2950	INGCO - [REDACTED]	1	5	[REDACTED]	00:00:36	5
7494	INGCO - [REDACTED]	1	7	[REDACTED]	00:00:03	7
6767	INGCO - [REDACTED]	1	3	[REDACTED]	00:00:10	3
Grand Total (All Pages):		602	6334	[REDACTED]	00:00:14	10.3

3.1.1.6 Project Statistics Reporting

- Number of words translated
- Number of languages translated
- Number of projects completed
- Number of Urgent versus Standard translations
- Average delivery time – all projects
- Average delivery time – Urgent versus Standard projects

Quality & KPI Reporting

- Overall Pass/Fail rate for revised translations
- Types of errors found
- Severity levels of errors found
- Statistics per translated language pair
- Percentage of quality revisions per total translation load
- Rate of negative client feedback per total translation load

3.1.1.7 Client Confidentiality/HIPAA

HIPAA is now the most important medical acronym in the health information privacy field. ITC staff are trained, tested and certified on this important legislation and we provide 100% compliant services that fulfil the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

ITC has its own HIPAA-compliant project management portal that allows clients and translators to securely share documents for translation and final files. Protecting medical data is a priority at ITC. As a professional language services agency, ITC operates only through HIPAA compliant translation processes.

Our employees and independent contractors are obligated to sign strict HIPAA confidentiality and non-disclosure agreements. Our linguists sign an Independent Contractor Agreement, which includes specific clauses on client and data confidentiality.

3.1.1.8 Data Privacy

We are committed to safely gathering, using, disclosing and managing all client data according to data privacy best practices. Our internal system uses AES to encrypt sensitive data, ensuring that data will not be leaked or lost. All data is secured via password protection and user IP restrictions. Automated data backups are also performed bi-monthly as an additional data privacy measure.

3.1.1.9 Fair Standards

ITC complies with all required state and federal laws regarding non-discrimination, equal opportunity, worker health and safety, training and wages. All employees and independent contractors are compensated fairly and in compliance with industry standards. Yearly reviews of employees and subcontractors are completed to make sure that all are compensated equitably.

3.1.1.10 Ensuring Quality

We commit to partnering with our clients to maintain the highest quality in linguist performance and quality of service. Our quality control process, built into all areas of

our business, makes it easy for clients and linguists to present compliments and concerns, ask questions or make suggestions. Through this commitment we strive to partner with our valued clients and linguists to ensure outstanding client care.

Following is a selection of checks we have in place to ensure we only work with quality linguists.

3.1.1.11 Interpreter Code of Ethics

Accuracy – conveying the content and spirit of what is said

Completeness – conveying everything that is said

Conveying Cultural Frameworks – explaining cultural differences or practices

Non-Judgmental Attitude – an interpreter’s function is to facilitate communication. Interpreters are not responsible for what is said by anyone for whom they are interpreting.

Client Self-Determination – The interpreter will not influence the opinion of patients or clients by telling them what action to take.

Attitude Towards Clients – The interpreter should strive to develop a relationship of trust and respect with the client by adopting a caring, attentive, yet discreet and impartial attitude towards the patient.

Acceptance of Assignments – An interpreter shall decline an assignment if their competency or personal sentiments make it difficult to act in a professional manner.

3.1.1.12 Role of the Interpreter

ITC only partners with interpreters who demonstrate they understand that their primary role is to provide an accurate and impartial interpretation of what each party is trying to communicate to the other. Interpreters know they must be watchful for verbal cues that may indicate the listeners are confused and to seek clarification as needed. Interpreters know that they need to manage the smooth flow of communication and the amount of information presented, avoiding side conversations with both parties, and preventing them from speaking simultaneously.

3.1.1.13 Interpreting Protocol

ITC only partners with interpreters who possess a strong understanding of industry-recognized skills for conducting over-the-phone interpreting. These skills include:

Use of the “first-person” method of interpreting

Attending to verbal cues that may indicate the listeners are confused or do not understand, and to get clarification as needed

Managing the smooth flow of communication by, for example, pacing the amount of information presented & avoiding side conversations with either party.

Asking the client for clarification when the interpreter does not understand the terminology or message.

Interpret meaning-to-meaning (listen carefully to the speaker, determine the meaning, and accurately convey the speaker's message and intent).

3.1.1.14 Cultural Competency

ITC only partners with linguists who demonstrate that they will

comply with industry-recognized interpreter standards for culture brokering. Linguists seek to understand how cultural similarities and differences have a fundamental impact on the interpreting encounter or translated content. Linguists play a critical role in identifying cultural issues and considering how and when to move to a cultural clarifier role.

Continuing Education Requirements

Interpreters and translators are required to submit proof of obtaining and participating in ongoing education. In order to support our linguist's efforts, we provide and sponsor periodic training. We work closely with clients to identify topics and develop training material to educate them on those topics.

3.1.1.15 Criminal Background Check Process

We partner with two organizations: 'GoodHire' and 'Scott Roberts Associates' to run our background checks. We log into our own platform and request the background check from the linguist in question. The linguist receives an invitation to complete this background check and needs to fill a form that includes their social security number, home address, complete name and date of birth. As a result, we get a report that shows their criminal record and if they are registered as a sex offender among other things.

3.1.2 Total number and location of salespersons employed by Supplier.

ANSWER:

Salespersons Count: 11

Locations: USA, Canada and France.

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

ANSWER: 3 locations:

Corporate Office: ITC Translations USA, Inc
900 E Indiantown Rd, Suite 302
Jupiter, FL 33477
+1 561 746-6242

ITC France: CityWork Le 360
1 Route du Perollier
69570 Dardilly
+33 (0)4 78 33 02 55

ITC Canada : 880 Rue Roy E, Suite 200
Montréal (Québec) H2L 1E6
+1 514-379-4083

3.1.4 Annual sales for the three previous fiscal years.

ANSWER:

ITC Translations USA Annual Sales in USD

[REDACTED]
[REDACTED]
[REDACTED]

Consistent year on year growth, even taking into the consideration the impact of COVID-19. ITC Translations USA is on track for further growth in 2021.

a. Submit FEIN and Dunn & Bradstreet report

ANSWER:

FEIN Details

XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX

Dun & Bradstreet Report (*see next pages*)

XXXXXXXXXXXXXXXXXXXXX

ITC Translations USAs Accounts are audited by the following companies annually:

[REDACTED]
[REDACTED]
[REDACTED]

3.1.5 Green or environmental initiatives or policies

ANSWER: ITC Translations USA has always been committed to clean energy and to minimize its impact on the environment. As the company grew, management and employees have been encouraged to take an active and genuine approach to sustainability.

Environmental initiatives are at the heart of the company since 1999 with the promotion of green habits internally and externally.

We encourage our employees to use eco-friendly materials and equipment.

The company focuses its purchases on sustainable products.

Printing paper and printing materials use is for required use only.

Remote work has been implemented through the years and now at its peak in terms of logistics and lower carbon footprint impact.

We are taking every step we can to implement innovative and responsible environmental practices to reduce waste, promote energy conservation, ensure efficient computing, and more.

Our travel policy is very cognizant of the needs of the environment. We encourage remote meetings where possible. We understand there is a need for meetings, particularly with clients and to attend trade shows etc. However, we try to minimize travel at ITC.

The promotion and actions about sustainability are sincere and earnest matters at ITC Translations USA. Moreover, we have integrated Corporate Social Responsibility in the heart of our business strategy.

Here are a few examples of our continuous initiatives:

PRESERVED ENVIRONMENT

- Sales teams equipped with hybrid vehicles.
- Planting trees via [Reforest'ation](#) to offset the impact of our activities.
- Creation of best practices to limit the sending of emails.

We use the EcoVadis rating platform. EcoVadis supports over 75,000 companies worldwide. We scored 49/100, which puts us ahead of 55% of the companies rated. We still have a good way to go in improving our practices, but we're up to the challenge!



Our CSR program includes:

SUPPORT OF COMMUNITIES

- Promoting several associations via interviews with distribution on social networks and in our emailings:
 - Care & Life's Association : https://www.youtube.com/watch?v=E_9AKBOcd58
 - Gabriel Association : <https://www.youtube.com/watch?v=4TmzT1Ex0C0>
 - Star & Roses: <https://www.youtube.com/watch?v=4TmzT1Ex0C0>
- Organization of a webinar with the association Stef Cares against text-and-drive: <https://www.youtube.com/watch?v=oxvMHNIVwxU>
- Donations and/or translations offered to several associations:

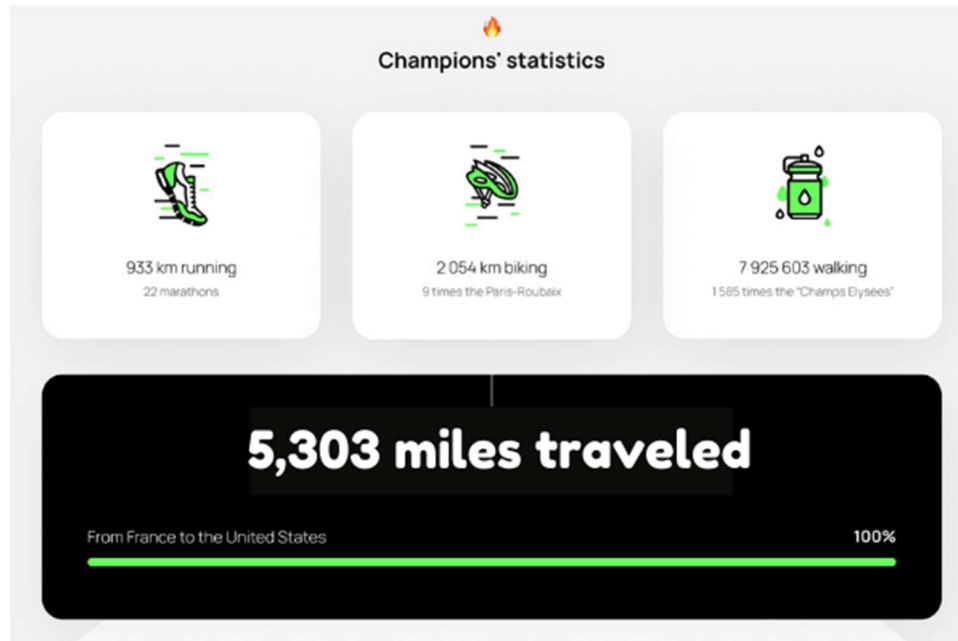
- [Entrepreneurs du monde](#): every year, ITC supports the organization by translating its annual report free of charge. We also support their "Food Truck" project, which helps vulnerable people to find employment in the sustainable restaurant sector.
- [Art For Science](#) We are proud to support the association Art For Science by offering them the translation of their auction application to benefit the Brain Art Exhibition and its conference "The effects of Art on our brain"!
- [Toutes à l'école](#): In 2019, we set up an "incentive" action to encourage our clients to participate in our satisfaction survey, making a donation to the association for each response obtained. We are proud to contribute to the education of these young girls.
- [Gabriel Association](#): ITC Translations provides financial support and visibility to the association's activities.
- [Care & Life's Association](#): We have provided them with financial support, which has notably enabled the [creation of a pharmaceutical warehouse in Burkina Faso](#).
- [Stef Cares](#): We have chosen to support the STEF association in its mission of road prevention by offering them the translation of their website.
- [Women's Cardiovascular Healthcare Foundation](#): Our team has mobilized to offer English translation of the website content and other communications. This partnership is all the more important for ITC as our company (as well as our sector of activity) is mostly female!

DEVELOPMENT OF EMPLOYEES WELLBEING

- Each week, we organize a game to exchange with colleagues in a different way.
- We have wellness workshop:
 - "Bubble of Zen" by videoconference presented by Capsee.
 - "How to organize your workplace at home by videoconference presented by Sophie Chaignaud.
- Each month, we organize a meeting between employees, divided into small groups of 4 or 5 people to exchange on a given subject. The goal is to exchange with people with whom one has little opportunity to do so, to talk about something other than work with colleagues. This is done remotely through video conference.
- We launched the [Squadeasy application](#) to encourage employees to move and take care of themselves. All ITC teams have been working from home since the pandemic. This mode of working has its fair share of advantages, but it can also increase sedentary behavior and isolation. We wanted to boost our employees' well-being and physical activity, so we set up a challenge using the Squadeasy app. Everyone worked together in teams to complete the physical activity challenges (walking, running and cycling) and to answer quizzes to improve knowledge about

well-being.

- Our target was to cover 4,673 miles in one month. It's the distance that separates our office in France from the one in the USA! We did even more by covering 5,303 miles!



3.1.6 Certifications

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

ANSWER:

a. Minority Women Business Enterprise

~~Yes~~ **No**

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

Yes ~~No~~

Certifying agency: Minnesota Unified Certification Program

NAICS Code 541930

c. Historically Underutilized Business (HUB)

~~Yes~~ **No**

d. Historically Underutilized Business Zone Enterprise (HUBZone)

~~Yes~~ **No**

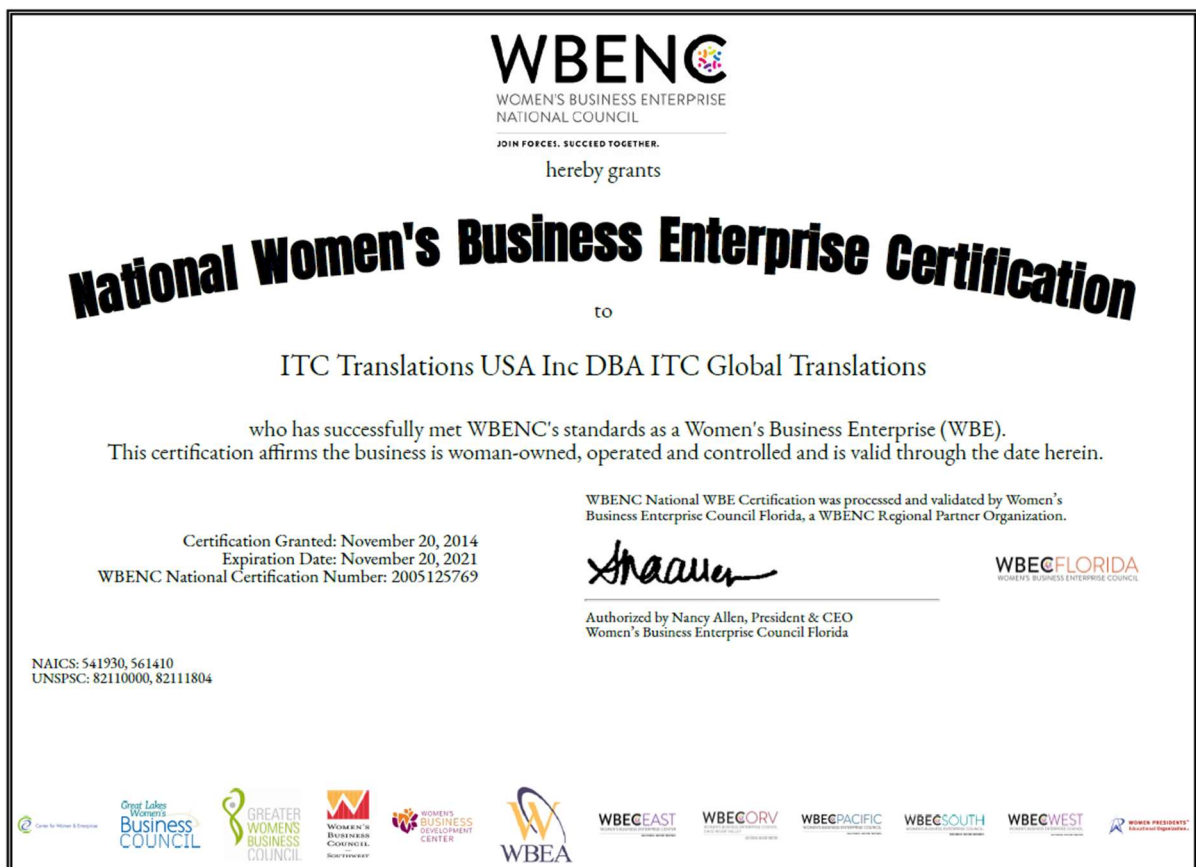
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

National Women's Business Enterprise Certification

~~Yes~~ **No**

Certifying agency: WBNEC (Women's Business Enterprise National Council)



Woman Owned Small Business (WOSB) Certification

~~Yes~~ **No**

Certifying agency: WBNEC (Women's Business Enterprise National Council)

3.1.7 Relationships with subcontractors or affiliates

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.

3.1.8 Differentiation from competitors

Describe how supplier differentiates itself from its competitors.

ANSWER:

Availability: ITC Translations USA is present in the USA, Canada and Europe. We use the time difference between our different offices to provide our clients with more than 16 hours of availability per day.

Agility: ITC adapts to its clients' needs and offers them customized solutions by implementing dedicated methodologies. We are not afraid of stepping out from our internal process to ensure that the solution we provide is as seamless as possible for our client.

One-stop shop: ITC Translations USA is much more than a localization agency. We cover a wide range of language and communication services (transcreation, content writing, multilingual layout, audio-video services, SEO support, naming, website engineering, linguistic validation ...). Our clients benefit from dealing with only one supplier for all these solutions that usually require different vendors, agreements, are time consuming and costly.

Resources: Our Vendor management in-house department is dedicated to the selection, testing, monitoring, auditing and management of the trusted network of linguists and vendors that we work with. We established years of professional relationship with them.

Certification: ITC Translations USA is ISO 17100 and Women's Business Enterprise National Council (WBENC) certified.

Client Portal: ITC Translations USA offers its clients a dedicated portal designed to simplify and facilitate interaction between them and ITC. It allows clients to upload, track and access their projects 24 hours a day, 7 days a week, giving them a full overview of their project and their status. Some examples of features include:

- Request a quote or start a project in translation immediately,
- Accept a quote
- Download finished translations
- Download invoices
- Get reports on your translation activity
- Possibility to assign different rights to different users

Monitoring: ITC is constantly monitoring technology and techniques, constantly researching to open up new horizons for its clients. The teams are regularly trained in specific skills related to the world of professional translation.

3.1.9 Present or past litigation, bankruptcy or reorganization involving supplier

ANSWER: There is none.

3.1.10 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.*

Answer B – is not owned by anyone who has been convicted of a Felony.

3.1.11 Debarment or Suspension actions

Describe any debarment or suspension actions taken against supplier.

ANSWER: There is none.

3.2 Distribution, Logistics

3.2.1 ITC Translations USA Full line of Products and Services offered

ANSWER:

- Telephone Interpretation Services
- Onsite Interpretation Services
- Video Remote Interpreting Services
- Translation

- Neural Machine Translation + Post-Editing (MT)
- Proofreading/Review/Editing
- Multilingual Desktop Publishing
- Layout/Formatting
- Engineering
- Interpreting Platform partnership: Kudo
- Transcription
- Subtitling
- Voice Over
- Text-To-Speech
- Dubbing
- Sign Languages
- Website localization and Search Engine Optimization
- Transcreation
- Content Writing
- Language QA
- E-Learning Localization
- Client Portal
- Project management
- Quality Management
- Vendor Management
- Client Solutions Management
- Partner Solutions Management

Please also refer to 2.1, 2.2, 2.3, 2.4, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6

3.2.2 Nationwide Distribution of products/services

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.

ANSWER: ITC's products and services are primarily delivered through digital channels, unless it involves in person interpreting. Which is delivered by the interpreter.

3.2.3 Pricing insurance

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.

ANSWER: Please see/refer to 3.2.2

3.2.4 Other companies

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

3.2.5 Distribution facilities, Warehouses, Retail Network

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

ANSWER: Not Applicable.

3.3 Marketing and Sales

By joining OMNIA Partners and Region 4, we are thrilled to share our resources and solutions with as many of the OMNIA Partners and Region 4 stakeholders as possible. Throughout the year, ITC makes every effort, through its various communication tools, to promote its expertise and provide full satisfaction to its customers.

ITC's number one priority in 2022 will be promoting the OMNIA Partners/Region 4 partnership, starting with preparations after the awarding of the contracts in later 2021.

We have a marketing team in charge of all promotional activities. The team have extensive experience of running marketing campaigns and have SEO experience.

Our regular actions include the animation of content on our social networks, our website, the creation of communication tools such as flyers or explanatory videos.

Video communication is becoming more important and this is an area we are really focused on in promoting our activities.

We also communicate regularly through emailing to promote our services and through regular newsletters to inform our clients about ITC and its activities. The marketing team works in close collaboration with the sales team to provide them with all the necessary communication tools and to accompany them in the promotion of our services.

The ITC Marketing team will work closely with OMNIA Partners and Region 4 in coordinating our marketing activities, including the active placing of materials on the OMNIA Partners website.

As Customer satisfaction is our number one priority, we allow our clients to rate each of our projects and we carry out an annual satisfaction survey, which we will gladly share with OMNIA Partners.

We are looking forward to implementing the following actions, marking the beginning of our collaboration with OMNIA Partners.

Once successfully awarded the contract, we will spend a significant portion of Q4 2021 in pulling together our detailed marketing plan, in conjunction with Sales and Management at ITC.

We understand to make this partnership a success, we need to actively engage both in person and through electronic channels.

We have budgeted to attend various trade shows in the USA, in partnership with OMNIA Partners and Region 4. There, we will jointly promote our services and ensure we actively engage with OMNIA Partners in person.

3.3.1 Ninety-Day Implementation Plan

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:

- i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

ANSWER: The ITC leadership team are fully supportive and actively engaged in this response. Some members of the executive team have experience of working and partnering with OMNIA Partners in the past and understand the importance of active engagement and really promoting the partnership. Becoming a partner is the first step. The real work begins when the contract is awarded and ITC works the program in conjunction with OMNIA Partners to grow the revenue and add as many public agency clients as possible.

We are actively preparing our sales and marketing team to treat this contract as a number one priority in late 2021 and into 2022.

- ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive*

ANSWER: As mentioned, the executive team are fully committed to making this partnership a success. We will work actively with the OMNIA Partner sales team to promote our services and activities across the USA.

We have budgeted to attend trade shows and really push our services. We have a very experienced team, who understand the energy and drive which is required to make a program such as this a success.

We will be running promotions and pushing different aspects of our service, at least on a quarterly basis.

PLANNED ACTIONS	MONTH 1				MONTH 2				MONTH 3			
Executive Leadership												
Internal communication to endorse and promote the Master Agreement												
Training and education of ITC's sales force												
Meeting with ITC's sales force to get their feedback												

3.3.2 Ninety-Day Marketing Plan

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:

- i. Creation and distribution of a co-branded press release to trade publications*
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days*
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- OMNIA Partners standard logo;*
- Copy of original Request for Proposal;*
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- Summary of Products and pricing;*
- Marketing Materials*

- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

ANSWER:

PLANNED ACTIONS	MONTH 1				MONTH 2				MONTH 3			
Marketing strategy												
Adding OMNIA Partners logo to our communication material (flyers, sales presentation, etc.)												
Press release to announce partnership												
Publication of an article on ITC's website to announce partnership												
Publication of dedicated OMNIA Partners page on ITC's website												
Emailing announcement of partnership to all ITC's clients												
Availability of ITC's team for national and regional trade shows												
Promotion of NIGP Annual Forum on ITC's Social Media pages												
Design and publication of national and regional advertising in trade publications												
Creation of case studies												
Quarterly ITC's newsletter												
Social media management												

3.3.3 Transition of existing Public Agency customer's accounts

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.

ANSWER: ITC Translations USA has experience of working with public agencies, primarily in the education space. IF there is any overlap with existing public clients and the OMNIA Partners clients, these public agencies will be transferred to the OMNIA Partners contract.

ITC Translations USA does not have any other Cooperative Agreements in place.

3.3.4 Logo Permissions for reproduction

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.

ANSWER: ITC Translations USA will provide its Logo's and agrees for their reproduction in marketing communications and Productions.

3.3.5 Direct Sales Proactivity

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:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

ANSWER: As mentioned above, ITC Translations USA will take a very proactive approach to the agreement and will ensure all stakeholders at ITC are fully aware of the importance of promoting this agreement and making it a success.

Points 1 to 4 are agreed.

3.3.6 Sales Force Training

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

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*

iv. Knowledge of benefits of the use of cooperative contracts

This agreement is a major initiative for ITC Translations USA. The promotion of it and ensuring it is a success will be the number 1 priority for ITC in 2022 and subsequent years.

ANSWER: The ITC team understand this partnership will not be a success without planning, marketing and active engagement with the OMNIA Partners sales team.

The Executive Team and the Partner Manager will ensure there is alignment with the overall goals of the program. To increase revenue and bring client satisfaction and excellent customer service to the public clients of OMNIA Partners and Region 4.

The entire USA sales group will be actively working to sell to the OMNIA Partner public clients.

Points 1 to 4 are agreed.

3.3.7 Contact Information by Responsibility

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

i. Executive Support:

ANSWER:

Céline Imbaud - CEO & Founder

Executive Sponsor of this Partnership

Jupiter, FL – c.imbaud@itcglobaltranslations.com

Role Description: Responsible for providing strategic, financial, and operational leadership for the company and will closely coordinate and work with the senior leadership team. Plan, develop, implement and direct the organization's operational and fiscal function and performance.

Mathieu Barrier - Partner Manager

Atlanta, GA – m.barrier@itcglobaltranslations.com

Role Description: Responsible for new strategic partnerships in relation to business development.

ii. Marketing

William Quinn - Chief Strategy Officer

Executive Sponsor of this Partnership

Dublin, Ireland – w.quinn@itcglobaltranslations.com

Role Description: Responsible for creating a company's vision, communicating the plan with all those involved, executing the business initiatives and sustaining implementation efforts.

iii. Sales

Allison Paxton - Business Development & Sales Support

Jupiter, FL – a.paxton@@itcglobaltranslations.com

Role Description: Responsible generating new business through existing client relationships, while assisting the North American business development sales efforts.

iv. Sales Support

John Salem - Business Development Manager, North America

Austin, TX – j.salem@itcglobaltranslations.com

Role Description: Responsible for building market position by locating, developing, defining, and closing business relationships. Discovers and explores business opportunities. Screens potential business deals by analyzing market strategies, deal requirements, and financials.

François Boidin - Business Development Manager

Montreal, Quebec – f.boidin@itctraductionsCanada.ca

Role Description: Responsible for overseeing all new business development and existing business relationships for Canada.

[REDACTED]

[REDACTED]

[REDACTED] after working as a certified Spanish interpreter for over six years. XXXXX possesses a bachelor's degree in Spanish, Legal Studies, and Latino Studies from the University of Minnesota, as well as an MBA from Hamline University. She is passionate about the language services industry and strives to provide the best quality work to our clients and linguists.

[REDACTED]

[REDACTED]

[REDACTED] He manages existing accounts and helps new clients to gain the maximum benefit from [REDACTED] originally from the UK and has a degree in International Business Management from Swansea University.

v. Financial Reporting

Laurianne Boidin - Group Finance & Administration Manager

Montreal, Quebec, Canada – l.boidin@itcglobaltranslations.com

vi. Accounts Payable

Nicolas BEAUPRE - Accountant

Montreal, Quebec, Canada – n.beaupre@itctraductionscanada.ca

vii. Contracts

William Quinn Dublin, Ireland – w.quinn@itcglobaltranslations.com

3.3.8 Sales Force Structure

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.

ANSWER: As detailed below, ITC will assign a dedicated Partner Manager to OMNIA Partners and Region 4. The team will be dedicated to making this partnership a success.

ITC Translations USA Executive team will be actively participating in this initiative and monitoring progress carefully, to ensure it is a success.

William Quinn

w.quinn@itcglobaltranslations.com

3.3.9 Sales Team collaboration with OMNIA Partners

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

ANSWER: ITC Translations USA assigns a dedicated Partner Manager to work proactively with OMNIA Partners and Region 4's clients. The success of this venture will require energy and engagement from the full ITC team in the USA and beyond.

As per the marketing plan, the ITC team will actively engage with OMNIA Partners in developing a comprehensive sales plan for the different regions. ITC will actively collaborate with the OMNIA Partners sales team in developing joint sales plans. This will include Marketing materials, sales promotions, website promotions, active participation in trade shows and social media activity.

For each quarter, ITC will run a specific promotion, including offering price discounts for different services or verticals. This will include the various forms of interpreting (On-site, OPI and VRI), Translations and other services.

The senior management at ITC are fully supportive of this partnership and this will be a number one priority for ITC in 2022 and beyond. The ITC Management will ensure that all of the ITC Team, Sales, Marketing, Client Services are fully engaged and participating in activities which will make this partnership a success.

ITC has experience of servicing large clients and is a growing company. With the full team focused on this partnership, we believe it will be a great success.

As a certified woman owned business, the owner Celine Imbaud, is fully supportive of this partnership and is committed to putting the resources in place to make it a success.

We understand there needs to be active engagement with the OMNIA Partner's team, across the various regions of the USA.

As well as the Partner Manager at ITC, the USA sales team will have growing revenue and servicing the OMNIA Partners and Region 4 public clients as a number one priority in the USA. ITC has sales representatives across the various regions of the USA, including Texas.

[REDACTED]
[REDACTED]
[REDACTED]. With their experience in OPI and VRI, as well as having a very large network of qualified interpreters, we believe the partnership brings a very strong offering to OMNIA Partners and Region 4.

ITC is in existence for over 20 years and has a significant presence in the USA, Canada and Europe. ITC wants to use this experience to grow the public client base and build significant revenue through OMNIA Partners and Region 4.

ITC will report on progress on a bi-weekly basis and will work with the OMNIA Partners Partner Manager and the sales team to really promote this partnership, across the various regions of the USA.

Actively engaging and making this work, is a number one priority for ITC.

3.3.10 National Program Management from ITC Translations USA

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.

ANSWER: As outlined in the Sales and Marketing plan, this partnership is a number one priority at ITC Translations USA.

Without active participation across the various stakeholders, we understand the partnership will not be a success.

As a growing company, ITC is used to adding new key accounts. Subway have been added in 2021, among several others. Other key clients include Amazon, NCCN and AbbVie.

We understand these clients, similar to the OMNIA Partner clients, require excellent customer service and reactivity from all the ITC team. This is a customer service business, along with delivering high quality deliverables to our clients.

We will engage with active cooperation with the OMNIA Partners sales and marketing team, to push key initiatives and promotions regularly throughout the year.

3.3.11 Supplier's Public Agency sales

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.

ANSWER: We have several team members who have worked with Public Agencies and they understand the importance of high quality, price competitiveness, reactivity and flexibility in ensuring the needs of the Public Agencies are met. The range of services supplied by ITC including, Interpreting, Translation, E Learning and Audio Video localization are what the Public Agencies require.

This coupled with technology and excellent customer service, ensure success.

3.3.12 Information Systems Capabilities

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.

ANSWER: XTRF Management Systems Ltd. is employed by ITC as its main Translation Management System (TMS). XTRF is an innovative platform that supports the work of translation businesses and covers almost every area of their activity including translation project and workflow management, customer and subcontractor database management, invoicing management, sales activity support, quote preparation, project file management and quality management. The system is further expandable by integrations with CAT Tools and financial accounting tools. XTRF is certified for compliance with the following standards: ISO 9001, ISO 27001, GDPR.

3.3.13 Contract Sales Guarantee

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”).

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.

3.3.14 Public Agencies Own Solicitations

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.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

ANSWER: ITC Translations USA understand it is a competitive marketplace and pricing needs to be competitive. The pricing proposed by ITC is competitive and should meet the needs of the Public Agencies. However, for specific programs and if appropriate, ITC will be willing to enter into volume discount agreements and other pricing incentives to ensure the partnership is a success.

Exhibit F: Federal Funds Certifications

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 CI 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 CI 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 CI 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 CI 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 CI 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 CI 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

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(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 CI 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 CI 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 CI 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 CI 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

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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 CT 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 CT 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 CT 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 CT 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: ITC Translations USA, Inc.
Address, City, State, and Zip Code: 900 E. Indiantown Rd - Suite 302
Phone Number: 561-746-6242 Fax Number: Jupiter, FL 33477

Printed Name and Title of Authorized Representative: CELINE IMBAUD

Email Address: c.imbaud@itcglobaltranslations.com

Signature of Authorized Representative: [Signature] Date: 8/21/2021

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, ITC Translations USA Inc, 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

Founder & President
Name and Title of Contractor's Authorized Official

8/21/2021
Date

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: ITC Translations USA, Inc

Address, City, State, and Zip Code: 900 E. Indiantown Rd - Suite 302 Jupiter, FL

Phone Number: 561-746-6242 Fax Number: 33477

Printed Name and Title of Authorized Representative: CELINE IMBAUD - Founder & President

Email Address: C.imbaud@itcglobaltranslations.com

Signature of Authorized Representative:  Date:

8/2/2021

Exhibit G: New Jersey Business Compliance

ITC Translations USA do not plan to do business in the State of New Jersey but open to complete the compliance to policies and procedures required under New Jersey statues when requested.

4 QUALIFICATION AND EXPERIENCE

4.1 History, Descriptions, Experiences

- i. Provide a brief history of ITC Translations USA, including year it was established and corporate office location. Include number of translators and/or interpreters.*
- ii. Describe Offeror's reputation in the marketplace.*
- iii. Describe Offeror's reputation of products and services in the marketplace.*

ANSWER:

4.1.1 ITC Translations USA

ITC Translations USA is a woman-owned business enterprise, founded by Ms. Céline Imbaud in 1999. This privately-owned translation company was established in an effort to help clients eliminate linguistic and cultural barriers in order to conduct local and international business more effectively. ITC assists companies and organizations with their global communications operations by helping them adapt to a wide range of materials for international use; these materials include legal documents, web sites, software, marketing materials, user guides, multimedia, training guides, e-learning content and virtually any type of material that comprises written or spoken content.

Through the years, ITC has taken advantage of gained experience to improve its project and quality management processes and to master the translation of all types of documents in all language combinations. As a result, our translation company has been able to expand its client base to include a wide variety of industries. ITC applies translation industry best practices to offer turnkey translation solutions at competitive prices. The key to ITC success is a combination of expert linguists, rigorous processes, and high standards.

- Offices in the United States (Florida), Europe (Lyon, France), and Canada (Montreal)
- Over 3,000 linguists and desktop publishing specialists around the world
- Professional Insurance: HOSCOX: RCP0080653
- ITC has NO Litigations or defaults in their 20 years in the translation industry
- ITC is ISO 17100 Certified
- ITC is a certified WBENC (Women's Business Enterprise)

SATISFACTION SURVEY 2020

ITC Translations is fully committed to our clients. With this in mind, we regularly survey our clients about their satisfaction with our services.



4.1.2 Affiliate Partner

██████████ award-winning, ISO and ASTM-certified language service specializing in Interpreting. Founded in 2006, we have over 15 years' experience in interpreting and translation services in over 200 languages. ██████████ primarily focuses on providing Interpreting services to the Public and Private sector.

We work with many community-facing organizations, cities, and school districts around the country, such as Minneapolis Public Schools (Minnesota), St. Paul Public Schools (Minnesota), Sanger Unified School District (California), and Clark County (Nevada).

For Minneapolis Public Schools (Minnesota) and Clark County School District (Nevada), we provide interpretation for their regular board meetings in a variety of languages, including virtual remote interpreting since 2020.

A number of entities, both public and private, use our Over-the-Phone Interpreting (OPI) to reach interpreters in a matter of seconds. This service is available on-demand or

scheduled. Scheduling a telephonic interpreter allows the user to request a linguist with a topic speciality (for example, a linguist with healthcare experience).

The Minnesota Department of Employment and Economic Development uses our OPI service to provide high-level over-the-phone interpreters for unemployment hearings both on-demand and scheduled.

Our Virtual Remote Interpreting Service (VRI), similar to OPI, is available on-demand and is provided through a user-friendly 3rd party app on an on-call basis. VRI can be accessed on a user's phone, computer, or tablet functioning on 4G or higher.

On the corporate side, we are trusted by clients such as Mayo Clinic, Cargill, and Nike to solve their Interpreting challenges.

Our pool of available Interpreters consists of several thousand individuals. All Interpreters who work with us have been vetted, and in many cases trained in house. Certifications vary depending on the individual, their location, and language specialization needed. We are experienced and equipped to deal with multiple requests from different departments or staff members at the same time.

Some of our larger community clients schedule around 300 interpreting appointments each month, which we are able to accommodate.

4.1.3 Key Employees

iv. Describe the experience and qualification of key employees.

ANSWER:

Céline Imbaud – MBA from the University of Charlotte, North Carolina. Céline founded ITC Translations in 1999. The organization now has three offices in France, Canada, and the United States. Céline is passionate about linguistics, and has built a company in her image, based on human connections, respect, innovation, simplicity, and loyalty.

Caroline Alfonso – With studies in Computer & Information Sciences, Accounting & Business Management, Caroline has over 25+ years' experience working in the Language Service industry from Project Manager, Multilingual DTP Owner/Manager, and Head of Operations. Caroline has been part of ITC's team in various roles and capacity for the past 11+ years and is currently the IT & Operations Manager as well as the Data Protection & HIPAA Security Officer.

William Quinn – With a degree in business, William has over 17+ years' experience of working in the Localization Industry. Prior to joining ITC, William worked as a VP of Partner Management and Quality, VP of Supply Chain Management, and VP of Operations.

Mathieu Barrier – 15+ years' experience in Translation and Localization. Moved up from Translator, Localization Analyst, to Translation Department Supervisor, Sr. Project Manager, and Sr. Production Manager – training and working alongside the best localization talents in the industry. Providing localization solutions to partners and associates alike.

Allison Paxton – Bachelor's degree in Business with 10+ years working at ITC. Allison plays a critical role in the business development process and sales support function at ITC.

John Salem – Bachelor's degree in Business with 10+ years in the professional language services industry. Worked at the largest LSP's, as well as small to mid-sized LSP's, and has carried that knowledge and expertise learned throughout his tenure in the industry to ITC. Possesses extensive experience in all areas of the company's service offerings.

François Boidin – Master's degree in International Business development. 3+ years of experience in the professional language services industry. Francois plays a pivotal role in ITC's presence in Canada.

4.1.4 Language Ability

From A to Z, we speak over 200 languages in any language pair – English to Chinese, Icelandic to Spanish; you name it, we can help. We even regularly support a client with Assyrian translations, a language that has been “dead” for over 1000 years.

4.1.5 Experience

Céline Imbaud and Ingrid Christensen have worked in the translation industry since 1999 supporting countless clients through challenging language projects. They envisioned companies to provide comprehensive language solutions that follow technological advances while retaining the human touch that all translations require. From local to large corporations, we have experience working with organizations of all sizes, on projects ranging from single-page translations to extensive, multi-million words and multi-faceted projects.

4.1.6 Training & Education

We offer staff training sessions so that your team can learn about our processes, including how to schedule interpreters or request translation projects. Our existing community partners have encountered similar difficulties in providing training and raising awareness of language services within their various departments, and we are experienced and able to help. We offer virtual training sessions, as well as in-person tabling and/or presentations (when safe to do so) to increase buy-in and spread awareness.

4.1.7 Our Staff

Our knowledgeable, multicultural staff is the special sauce that powers all things ITC Translations USA. Over 75% of our staff are female. We are an equal-opportunities employer and our staff truly embody our 5 core values.

4.1.8 Requirements

Minimal linguist requirements Include, but are not limited, to the below:

- Screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.
- Knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to Region 4 or Participating Public Agency for resolution.
- Interpreters who are able to act as a bridge, providing Region 4 or Participating Public Agencies with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.
- Knowledgeable of and comply with HIPAA related privacy guidelines.
- Aware of affidavits and statements of truth in reference to the validity of the translation.

4.1.8.1 Interpretation Quality

We respect and value the trust that our clients and their non-English speaking associates have in our ability to fulfill this responsibility professionally and accurately, in every encounter. To ensure we meet this expectation, ITC TRANSLATIONS USA has set a high standard of excellence for screening new contract interpreters and evaluating the ongoing performance of experienced interpreters.

4.1.8.2 Interpreter Recruitment

ITC TRANSLATIONS USA sets the following requirements for contract interpreters.

- Must have a minimum of one-year interpreting experience. ITC TRANSLATIONS USA contractors average 8 years of interpreting experience.
- Must pass a 150-question medical terminology assessment with a score of 90% or greater (for healthcare/medical interpreters).
- Must pass a third-party oral test for medical interpretation. The test assesses both language proficiency (using the nationally recognized ILR scale) and interpreting skills.
- Must pass a “mock” oral interpretation session. Interpreters are evaluated against 24 quality standards and must attain a score of 80% or greater to pass. This assessment is administered by ITC TRANSLATIONS USA.

Based on this high standard, on average only 20% of prospective contract interpreters pass the screening and interpret for ITC TRANSLATIONS USA.

ITC TRANSLATIONS USA’s evaluation process for healthcare/medical interpreters conforms to interpreting standards defined by:

- National Council on Interpreting in Healthcare (NCIHC)
- International Medical Interpreters Association (IMIA)
- California Healthcare Interpreters Association (CHIA)

4.1.8.3 Translator Recruitment

Our potential Linguists have:

- Degree in Translation or other relevant fields
- 3-5 Years’ experience
- License and proficiency in Trados Studio or comparable CAT Tool

ITC TRANSLATIONS USA schedule the potential Linguist for an hour/250-word test in one of their specialties.

Tests are sent to a trusted review team, expert in the subject-matter. They are to review, evaluate, and return the test with a score of 1-5 (5 being the best) as well as comments and examples on their assessment.

Test scores of a 4 or higher are automatically added to our Database and the on boarding process is completed.

Linguist that are on boarded must complete and Sign ITC’s SLA, Questionnaire, Post Editing guidelines, and provide their most current resume as well as copies of diplomas, certifications and references.

4.1.8.4 Ongoing Interpretation/Translation Quality Checks

ITC TRANSLATIONS USA conducts interpreter quality standards assessments in order to ensure that our contractors comply with nationally recognized standards and recommended procedures. This often takes the form of a number of recorded interpretation sessions reviewed against our quality standards. Over-the-phone interpreters who take a low number of calls are given random quality spot checks.

Translation Quality checks performed as described in 4.1.10

Random audits are performed by the Vendor Management department on projects completed throughout the year.

The Quality Management team ensures all processes and workflows are compliant with our standards and clients' requirements and handle any potential negative feedback through the dedicated HelpDesk Tickets, investigate, and provide resolutions through our Project management System and to our client. They ensure to keep records of the investigation, resolution and updated requirements in the client profile within the system for proper reference for all ITC Translations team members and future projects.

4.1.8.5 Nationally Recognized Interpreter Standards

Interpreters are expected to adhere to the following interpreting standards and procedures:

4.1.8.6 Interpreter Code of Ethics

Accuracy – conveying the content and spirit of what is said

Completeness – conveying everything that is said

Conveying Cultural Frameworks – explaining cultural differences or practices

Non-Judgmental Attitude – an interpreter's function is to facilitate communication. Interpreters are not responsible for what is said by anyone for whom they are interpreting.

Client Self-Determination – The interpreter will not influence the opinion of patients or clients by telling them what action to take.

Attitude Towards Clients – The interpreter should strive to develop a relationship of trust and respect with the client by adopting a caring, attentive, yet discreet and impartial attitude towards the patient.

Acceptance of Assignments – An interpreter shall decline an assignment if their competency or personal sentiments make it difficult to act in a professional manner.

4.1.8.7 Role of the Interpreter

ITC TRANSLATIONS USA only partners with interpreters who demonstrate they understand that their primary role is to provide an accurate and impartial interpretation of what each party is trying to communicate to the other. Interpreters know they must be watchful for verbal cues that may indicate the listeners are confused and to seek clarification as needed. Interpreters know that they need to manage the smooth flow of communication and the amount of information presented, avoiding side conversations with both parties, and preventing them from speaking simultaneously.

4.1.8.8 Interpreting Protocol

ITC TRANSLATIONS USA only partners with interpreters who possess a strong understanding of industry-recognized skills for conducting over-the-phone interpreting. These skills include:

Use of the “first-person” method of interpreting

Attending to verbal cues that may indicate the listeners are confused or do not understand, and to get clarification as needed

Managing the smooth flow of communication by, for example, pacing the amount of information presented & avoiding side conversations with either party.

Asking the client for clarification when the interpreter does not understand the terminology or message.

Interpret meaning-to-meaning (listen carefully to the speaker, determine the meaning, and accurately convey the speaker's message and intent).

4.1.8.9 Cultural Competency

ITC TRANSLATIONS USA only partners with interpreters who demonstrate that they will comply with industry-recognized interpreter standards for culture brokering. Interpreters seek to understand how cultural similarities and differences have a fundamental impact on the interpreting encounter. Interpreters play a critical role in identifying cultural issues and considering how and when to move to a cultural clarifier role.

4.1.8.10 Continuing Education Requirements

Interpreters are required to submit proof of obtaining and participating in ongoing education. In order to support our linguist's efforts, we provide and sponsor periodic training. We work closely with clients to identify topics and develop training material to educate them on those topics.

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

ANSWER: We have detailed our experience of working with some Public Agencies', particularly for interpreting.

Public Agencies require reactivity, flexibility, price competitiveness and excellent customer service.

The Agencies also need a presence across the USA. With the network of approved linguists and interpreters ITC has approved, we believe we can comprehensively meet the needs of agencies across the USA.

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

ANSWER: Approved partner with Kudo. Kudo is a specialist remote interpreting platform which is specifically designed for interpreting. Unlike other platforms, which allow interpreting, but are not designed specifically for interpreting. This platform allows a range of remote interpreting, from very large conferences to smaller interpreting sessions. The quality of the service is excellent and ensures a high-quality professional experience for the client.

The ITC team believe remote interpreting will continue to be in high demand, as clients get more used to it and realize it is much more cost effective and time efficient than onsite interpreting. Although, there will still be a demand for professional onsite interpreting, particularly for prestige and high-profile conferences and sales events. This will be dependent on the public health situation at the time.

4.1.9 Certifications

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

ANSWER:

Certification Name	Effective Date	Expiration Date.
ISO 17100	August 12, 2020	August 12, 2023
National Women's Business Enterprise Certification	November 20, 2014	November 20, 2021
Women Owned Small Business (WOSB)	June 30, 2011	January 31, 2022
Small and Woman Business Enterprise (S/WBE)	May 28, 2019	May 28, 2022
Disadvantaged Business Enterprise	March 16, 2018	N/A



The ISO 17100 certification is a quality standard for the translation services industry. The certification is unique as it integrates terminology specific to the language industry into its requirements.

ISO 17100 certified language companies offers the following insurances:

1. Prove the company's capability to provide a quality service through a fully traceable system, ensuring case files are fully backed up and retrievable and that important work is not lost.
2. Ensures that client cases are managed, coordinated and scrutinized for accuracy by a qualified case manager – eliminating the margin for error and/or customer complaints.
3. Increase customer confidence and giving reassurance to the prospective clients that you follow a recognized specialist standard while under taking their translation requirements.
4. Provide assurance that you employ appropriately qualified staff – both interpreters and translators are qualified to undertake the task in a professional and effective manner to the latest industry standards.
5. Heighten morale and motivation as employees have defined processes and procedures that result in a quality and consistent service being provided.

The CERTITRAD certification is a quality standard that the French Translation Companies have designed together with Bureau Veritas to fulfill these same requirements for our clientele. The certification process is even more rigorous than standard EN15038. In the Technical Approach section of this document, we will illustrate the mechanisms that ITC has in place to offer the same assurances to our clientele.

Bureau Veritas Certification certifies that ITC's services have been evaluated and found to comply with the specifications set out in the certification framework:

1. Guarantee expert skills, qualified staff and translators who work in their native language.
2. Provide a single contact who supervises and ensures the successful execution of projects, providing the technical link with the client.
3. Guarantee the security and confidentiality of data.
4. Provide revised translations that meet the client's expectations within the agreed timeframes.
5. Provide a quality service which takes into account the client's terminological specifics.
6. Provide service quality follow-up by taking customer feedback into account.

Audited every year. Every 2 years we have a large audit. Provide audit feedback in EN.



ITC Global Translations certified as a women's business enterprise through the Women's Business Enterprise National Council (WBENC), the nation's largest third-party certifier of businesses owned and operated by women.

We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain.

ITC TRANSLATIONS USA is not currently HITRUST Certified.

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

ANSWER: ITC built has up an in-house team of professional translators, proofreaders, and linguistic specialists, as well as an approved linguistic vendor base in over 200 languages.

For interpreting, we have an approved interpreter base of hundreds of interpreters, who specialize in different subject matter verticals. They can handle remote and on-site interpreting.

4.1.10 Our Commitment to Quality

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

ANSWER: Quality is at the forefront of everything we do at ITC. We commit to partnering with our clients to maintain the highest quality in linguist performance and quality of service. Our quality control process, built into all areas of our business, makes it easy for clients and linguists to present compliments and concerns, ask questions or make suggestions. We fully stand behind our promise that you will be thrilled with the quality of our translation and interpreting services. If clients aren't happy, we will make it right. Because we stand behind our work. No questions asked.

Our existing clients will vouch for our attention to detail and obsession with quality. AbbVie and Mayo Clinic stand as powerful examples showcasing our attention to quality. Lives may literally depend on our ability to translate a message completely accurately.

ITC strives to work only with the best linguists in the translation industry. Hundreds of professional translators send their resumes to ITC each year, but only a few are capable of consistently producing results that meet the strict quality standards of our translation company.

Therefore, each translator is rigorously tested by our Linguistic Resources department for language and subject matter expertise before working for our clients. Our linguists are certified professionals who have successfully passed our strict testing process and whose translations are regularly evaluated by our teams.

New translators are selected for testing based on the following criteria:

- Native speaker of the selected target language
- Hold a degree in translation
- Have at least 3-5 years of translation experience
- Exhibit proficiency with the relevant tools

If the evaluation is negative, the application is rejected.

If evaluation is positive, vendor start-up documents are sent to the translator to be filled out and signed.

Based on the information collected through the recruitment process, each translator receives only projects that best match his/her fields of expertise. Initially, the translator is assigned short and non-sensitive projects. The first several translations are reviewed very closely and score carded.

Also See/Refer to 3.1.1.2, 3.1.1.10, 3.1.1.11, 3.1.1.12, 3.1.1.13, 3.1.1.14

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

ANSWER:

Talent & Technology

SELECTION: We select expert linguists in the subject-matter, provide reference materials to study, request referrals/recommendations and certifications

EVALUATION: ITC continually evaluates its linguists.

EXPERIENCE: Our multilingual internal resources have training and many years of experience in this industry.

PROJECT MANAGEMENT: Our experienced project managers oversee and optimize your workflows, deliverables and records.

COORDINATION: We have dedicated linguistic resources coordinators.

QUALITY: We use cutting edge quality assurance tools like QA Distiller™.

Quality Methodology

PREPAREDNESS

- Selected translators tested on client content before launch to ensure appropriate linguists are chosen.
- CDAs and SLAs signed before any materials are distributed.
- Creation of multilingual term base to ensure high-quality term management.
- Designate client contact to respond to content-specific queries as needed.
- Gather client-approved reference documents, links to medical dictionaries, online references, etc.

LAUNCH

- Create specific instructions & highlight the importance of accuracy to avoid incorrect translations or omissions.
- Mandatory translation and revision steps included.
- Term-bases provided to linguists to ensure required client terminology is respected.
- For large projects, sample reviewing and client validation while project is ongoing to verify that translation quality, terminology and style meet expectations.

DELIVERY

- QA checking and spelling/grammar checks carried out before delivery.
- Organize a review of the translations by Subject-Matter Experts (SMEs).
- Include a client validation step, to implement any changes required before finalization.
- Regular updates and cleaning of TMs and term bases for consistency.
- Secure storage of relevant reference materials for future use by linguists.

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

ANSWER:

As described in previous sections, ITC Translations USA's main location is Jupiter, Florida. We also have personnel located in various locations across the USA in the North East, Mid-West, South East and South west.

ITC has always encouraged remote working, even prior to the COVID-19 pandemic, as this allows us to have personnel across the USA.

The team are now very used to communicating through various channels and working remotely.

xii. Describe your continuity plan for unforeseen disasters.

ANSWER:

DISASTER RECOVERY & REDUNDANCY

ITC's Disaster Recovery Plan

In conjunction with ITC's Business Continuity Plan (BCP), the IT Disaster Recovery Plan (IT DRP) outlines ITC's recovery processes to specific responses needed in any given incident or disaster to restore critical IT functions.

Primary Objective:

- Ensure ITC's business continuity by providing the ability to successfully recover IT services, all while ensuring the safety of our staff, and protecting critical assets in the event of an incident or disaster.
- Specific Goals & Objectives of the IT DRP:
- Detailing a general course of action to follow in the event of a disaster.
- Minimizing confusion and errors with clear communications to staff, clients, and vendors.
- Implementing a quick and complete recovery of services.

- Reducing risks of loss of services, and expense.
- Providing ongoing protection of ITC's assets.
- Ensuring the continued viability of the IT DRP by performing regular reviews and testing.

ITC's redundancy for protecting linguistic assets

ITC ensures the redundancy for protecting linguistic assets by:

- Educating our staff on cybersecurity best practices.
- Secure authentication protocols, and firewalls (Netgate pfSense Network based Intrusion prevention systems [IPS]).
- Using VPN encrypted tunnel when applicable (AES-256-CBC/SHA256 D-H Params: 2048 bits).
- Daily data backups performed throughout ITC via SolarWinds® MPS system designed to secure our backups using AES 256-bit encryption. Backups are sent via a TLS 1.2 connection to help safeguard privacy and data integrity, with rapid restore features.
- Performing critical security update on all systems as well as up-to-date Anti-Virus (AV) protection.
- 24/7 monitoring of our systems by our IT provider thru SolarWinds® Remote Monitoring & Management (RMM) tools to efficiently secure, maintain, and improve our IT infrastructures.

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

ANSWER: There are none.

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

ANSWER:



ITC Translations USA, Inc.

Proud member of a HIPAA Secure Now Secured Organization



ITC is HIPAA compliant with all the security safeguards per HIPAA rules of the Administrative, Physical & Technical requirements in place. All employees take part in regular HIPAA security training and hold HIPAA certifications.

ITC complies with the provisions of Law No. 78-17 of 6 January 1978 known as “Information Technology and Civil Liberties” as well as European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data. ITC is, within the meaning of EU Regulation 2016/679, responsible for processing personal data under the conditions described below. The processing of personal data is carried out in order to ensure the management of orders (delivery, payment, after-sales service, etc.) and more generally for the proper execution of the sales contract governed by these General Terms and Conditions.

ITC complies with its obligations under relevant data privacy laws, including the E.U. GDPR, by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorized access and disclosure, and by ensuring that appropriate technical measures are in place to protect personal data.

Personal data that is provided to ITC is stored in ITC’s servers in datacenters located in France and/or Europe for the purpose of providing you with access to our suite of services, technology platforms, and solutions. ITC will keep personal data for no longer than reasonably necessary for our ongoing business relationship and for record keeping purposes and in case of any legal claims or complaints.

xv. Is your 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 your plan and timeframe to become BEI and/or RID certified?

ANSWER: Yes, we are compliant with Board for Evaluation for Interpreters (BEI) and/or Registry of Interpreters for the Deaf (RID) requirements. All National Level Certificates.

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

ANSWER: Privacy, confidentiality, and security are very important to ITC. The teams follow the numerous policies, procedures, and protocols that ITC has in place (Data Privacy Policy, Remote Access Policy, Physical Security Policy, Access Control and Password Policy, Cryptography Policy, and Privacy Breach Protocol, to name a few). Ongoing HIPAA and cybersecurity awareness training to reinforce these policies and practices, VPNs and other managed access controls are implemented to all systems of ITC. All employees, language service sub-contractors, and other needed service providers have signed NDA agreements to establish Data Controller (customer/s) and Data Processor (suppliers) adhering to E.U. GDPR compliance, and HIPAA via BASA (Business Associate Subcontractor Agreement), when applicable.

ITC Servers are physically located in secured, locked, and climate-controlled server rooms in certified (ISO 27001, HADS, PCI-DSS) Datacenters, with SSIAP safety officer on site 24/7, biometrics & badge access control, and full site video monitoring. The servers are managed and monitored 24/7 by our IT provider, protected by up-to-date antivirus, and firewall hardware and software. All equipment is connected to surge and backup UPS battery systems.

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.

ANSWER: See/Refer to A. **REFERENCES** below.

xviii. Provide any additional information relevant to this section.

4.1.11 Unparalleled Customer Service

Our communication and response rates are unsurpassed since our inception. In a recent survey, ITC TRANSLATIONS USA reached a 94% satisfaction reported by our clients, thanks to our overall availability, responsiveness, quality, meeting their requirements, deadlines, fast turnaround times and remained with us, due to our quick response. Some customer service features we have in place include a Client Portal, web based and available 24/7, where clients can immediately monitor the status of all requests and projects; a dedicated account manager and a dedicated Project Manager. Your urgency is our urgency and we are committed to reach 100% satisfaction.

4.1.12 Global Mindset, Local Touch

We work with clients all over the world to solve their translation, interpretation, and localization needs. From Amazon to Mayo Clinic, Cargill to Nike, our world-class project team coupled with our founder and CEO's experience and personal oversight enables us to solve the most difficult language challenges that can be thrown at us. We stay engaged with our local communities and help serve a number of community clients in North America and Europe. We are a certified Women Owned Small Business and [REDACTED] a Certified Disadvantaged Business Enterprise.

4.1.13 Localization

Localization services work with more than words and concepts, but also with ideas and emotions that beg to be freed from the straitjacket of literal translation. We understand the necessity of localization when it comes to language: what works in Brazilian Portuguese will need to be adjusted for European Portuguese. Culture plays a significant role in language, and we are the culture experts.

4.1.14 Our Values

Connection – create and maintain links with you, promote team spirit and encourage collaboration.

Freedom – flexible, creative and support your cutting-edge projects.

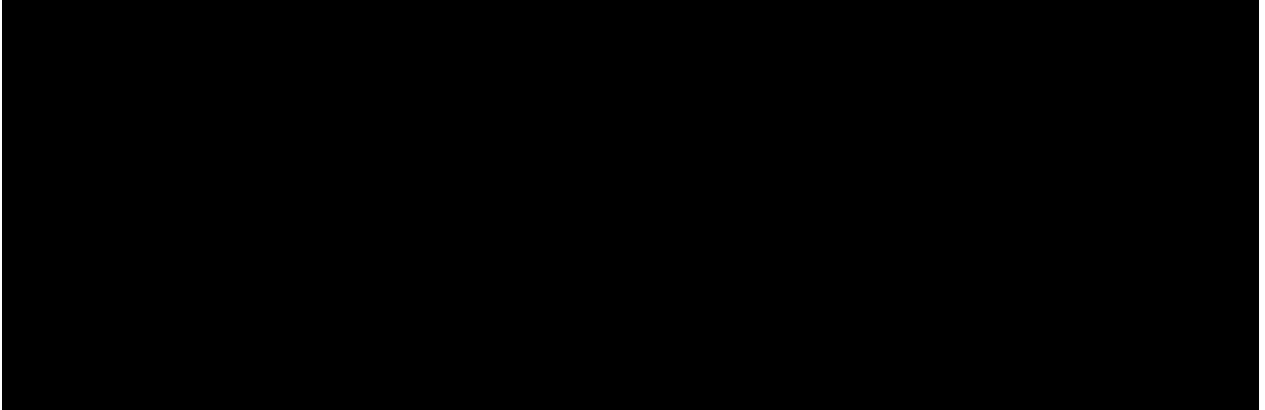
Simplicity – remain humble, create an open space for dialogue and communication. Achieve seamless workflows for an easy and gratifying experience.

Respect – remain respectful and constructive when communicating. Value each client production and requirements.

Loyalty – fulfill our commitments, demonstrate honesty and transparency.

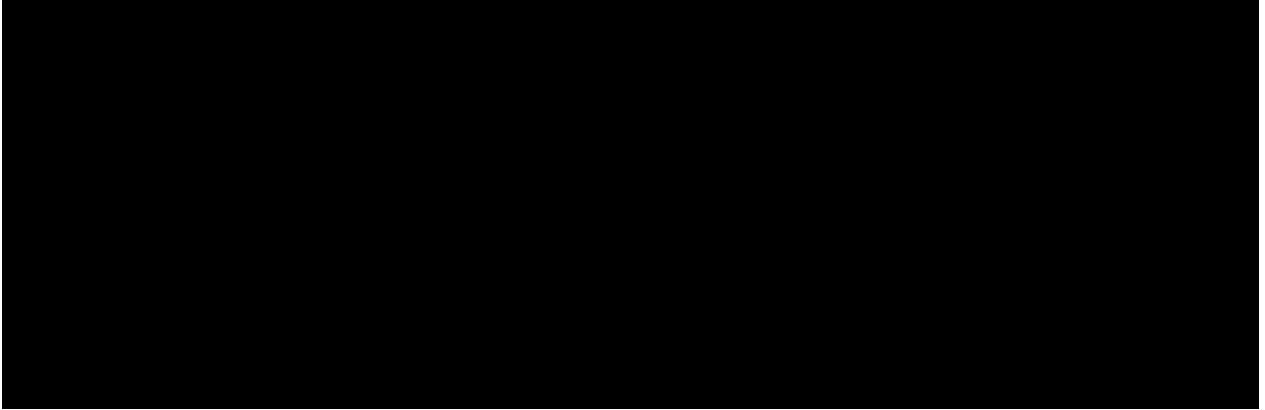
A. REFERENCES

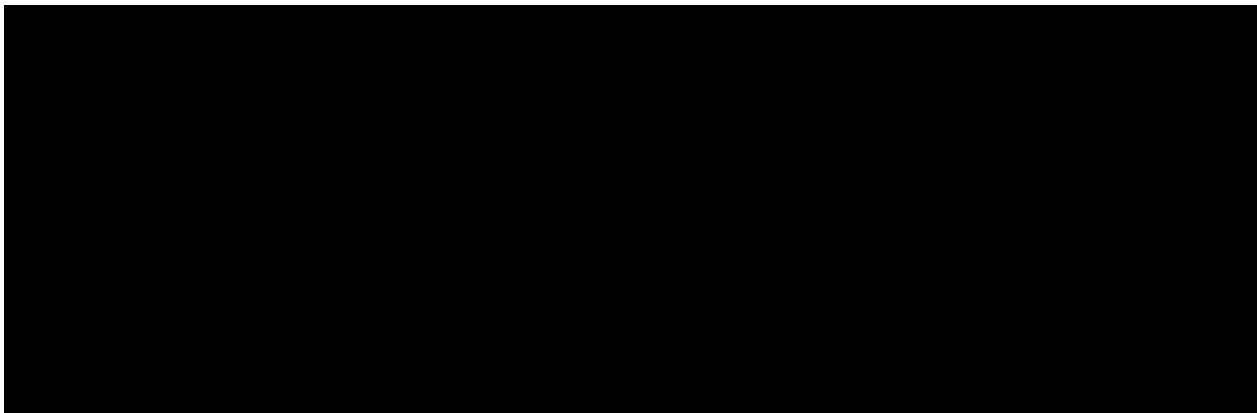
References for Interpretation Services



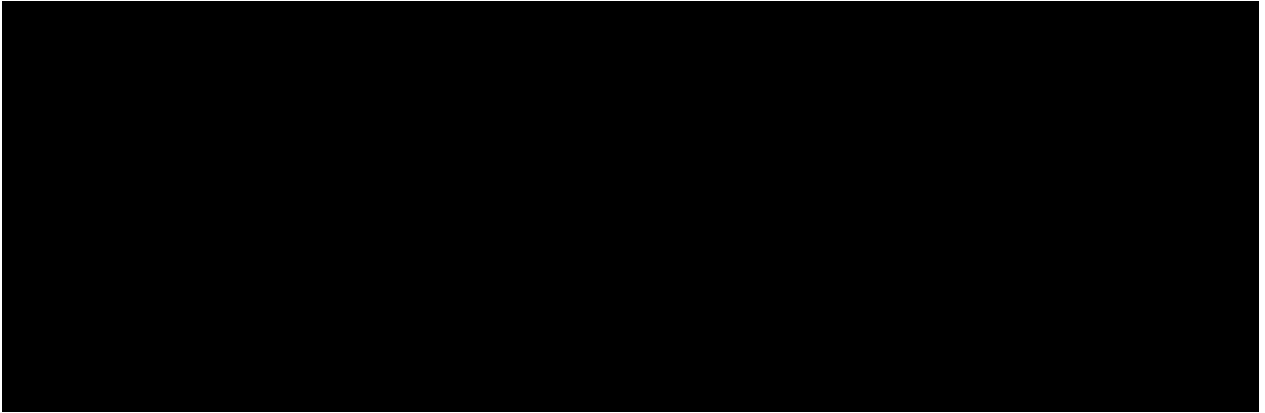


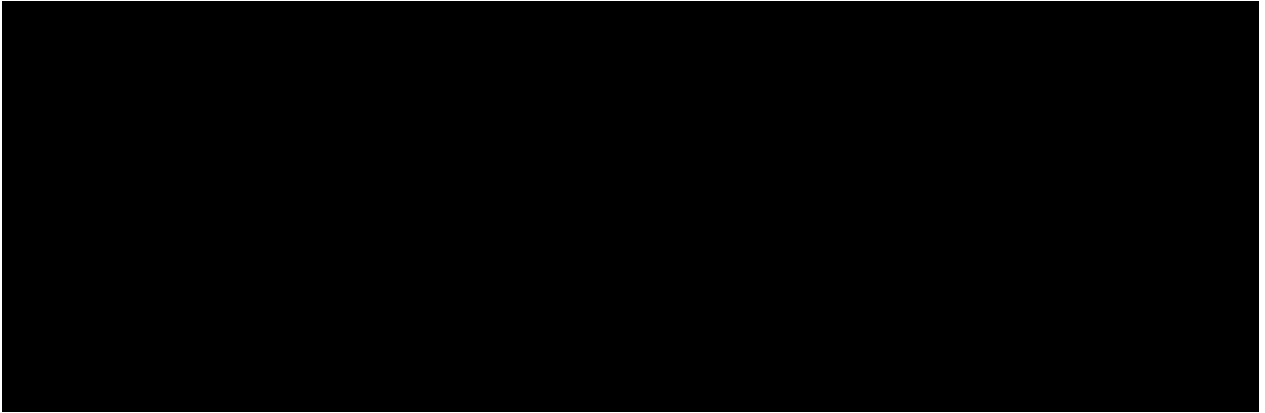
References for Translation and other language-related Services

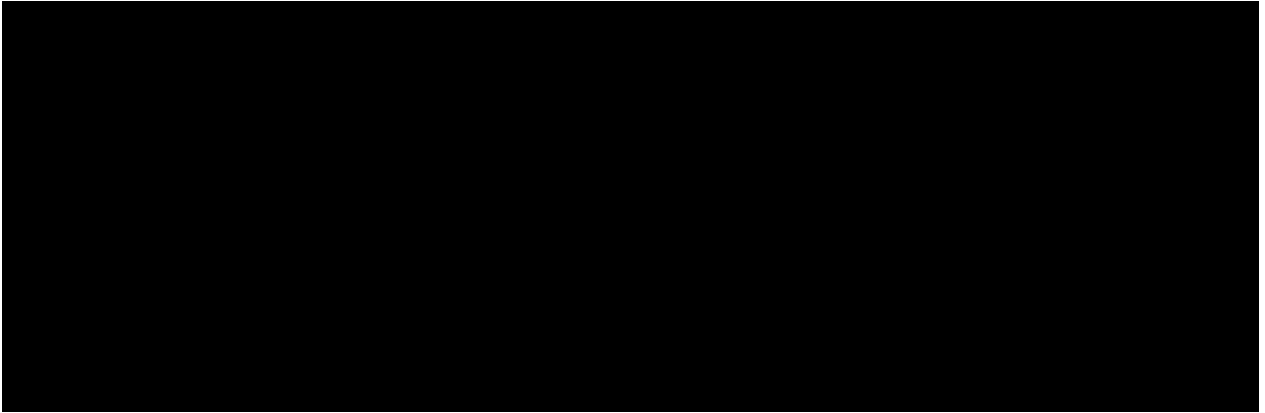






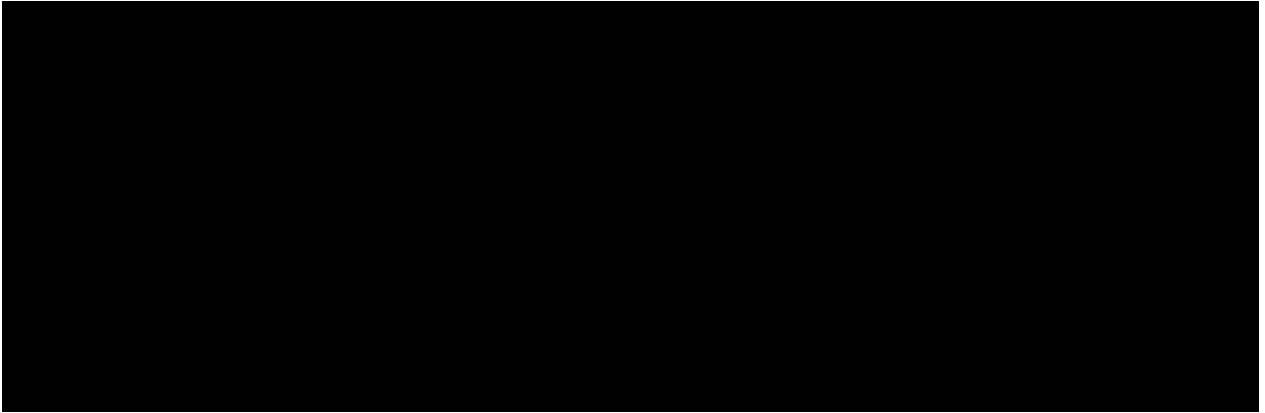












5 VALUE ADD

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

5.1 KUDO Partnership

[REDACTED] is one of a handful of North American organizations that is an approved KUDO partner. KUDO is an innovative, multilingual web conferencing platform, which manages all aspects of broadcasting and simultaneously interpreting an organization's events in dozens of spoken languages, as well as American Sign Language. Kudo helps to offer the same event experience to audience members, regardless of their native language, whether in person, hybrid, or remote.

5.2 Audio/Video Services

5.2.1 Transcription

We transpose speech into text in the video's original language from a video or audio file. We use these text transcriptions for translations before rebroadcasting the information internationally in different formats.

Price: [REDACTED]

5.2.2 Subtitling

Our team synchronizes the text with the dialogue and displays it at the bottom of the video screen.

We use two subtitling techniques:

- Standard subtitling transcribes spoken words, including narration.
- Coded subtitling meets the needs of people who are deaf and hard of hearing by transcribing all sounds and noises to make the video easier to understand.

ITC provides both methods. We can deliver subtitle files in various languages with or without timecodes or we can embed the subtitles in the videos.

Price: [REDACTED]

5.2.3 Voice Over

We employ this production technique using a recorded voice for off-screen use. While prominently used to reference movies and television, we also use voice for telephone services, along with other informational service.

We select the right voice talent for audio and video messages to convey the desired emotions and capture the audience's attention.

Price: [REDACTED]

5.2.4 Text-To-Speech (TTS)

Text-to-speech (TTS) technology reads aloud digital text. We create synthetic voices that are computer-generated voices that simulate a human voice using speech synthesis.

Technology has advanced quite a bit and a high-quality synthetic voice can replace a human voice in some cases. We provide clients with the best solution for their voice requiring projects.

Price: [REDACTED]

5.2.5 Dubbing

We use dubbing to replace the voices of the original actors with the voices of actors speaking another language. This technique must be done based on the timing and movements in the original video.

There are two main types of dubbing:

- Synchronous dubbing, where the original voice is completely replaced by the voice of the new actor.
- Oversound dubbing, where the original voice is still audible in the background.

Our dubbing studio has a talent pool with more than 1 000 voices in 50 different languages.

Price: [REDACTED]

5.2.6 Sign Languages

500,000 people use ASL in the United States. We offer sign language translation that can be embedded directly into client videos.

We translate and adapt the content into sign language. Then we record the sign language interpreter in front of a green screen. Last, we embed the interpretation into the videos based on client specifications.

Price: [REDACTED]

5.3 Multilingual DTP

Similar layout to the original file for ready-to-use multilingual files.

Turnkey service: the translated document is delivered in the format of your choice, following the original layout.

A ready-to-print file: a high-definition PDF is delivered with trim marks inserted.

Formatting by multilingual DTP professionals: compliance with local typographical rules, resizing of graphics, fonts, available space, etc.

Save time and money: we are your exclusive point of contact throughout the project.

A solution for the trickiest projects: we have the technology to handle a large number of fonts (Russian, Chinese, Japanese, Arabic, etc.).

DTP Software: All Adobe CC Suite, including InDesign, Photoshop, Illustrator, Framemaker, plus Autocad and QuarkXpress

Price: [REDACTED]

5.4 Transcreation

CREATIVE TRANSLATION to Create the same emotional impact as the source text

Transcreation is a creative translation process that involves adapting the source text so that the message and emotional intent are the same in the target language.

Our Mission:

- Emphasize style, in keeping with your style guide.
- Exercise creative writing, looking beyond the source text.
- Magnify the impact of your messages in the target language.

- Ensure the message is conveyed while making linguistic and stylistic adjustments (deletions, additions, substitutions, transcreation).

Price:

5.5 Content Writing

ITC Translations USAs assists you with your **multilingual content strategy**, from creating your **editorial brief** to delivering your content or publishing it online.

WEB CONTENT

- Landing pages
- Product sheets
- Case studies
- E-books
- Blog posts
- Interviews and reports
- FAQs
- And more – All Optimized for Search Engines

OTHER CONTENT

- Technical manuals
- User guides
- Maintenance manuals
- Company newsletters
- Press materials
- And more

Pricing:

5.6 E-Learning Localization

Training, Learning & Development, Education.

- Module translations
- Virtual learning environment (VLE)
- Assessments/quizzes
- Web-based training (WBT)
- Computer-based training (CBT)
- eLearning classes

- Portal translations
- Online classrooms
- And more...

Articulate 360, Lectora, PowerPoint, Captivate, Etc.

Pricing:



6 ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

- a. **Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**

Appendix C, Doc #1

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.)

8/21/2021

Date



Authorized Signature & Title
Founder & President

**b. Antitrust Certification Statement (Tex. Government Code § 2155.005)
(Appendix C, Doc #2)**

Appendix C, Doc #2

**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 ITC Translations Contact

USA, Inc

Signature

Printed Name

Address

900 E. Indiantown Rd

Ste 302

Jupiter, FL 33477

Phone

561-746-6242

Fax

Position with Company

Official
Authorizing
Proposal

Signature

CELINE IMBAUD

Printed Name

Founder & President

Position with Company

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

ANSWER: N/A

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

Appendix C, DOC # 4

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, Celine IMBAUD, as an authorized representative of

ITC Translations USA, 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

8/21/2021
Date

e. Any additional agreements Offeror will require Participating Agencies to sign

ANSWER: N/A