



# Region 4 Education Service Center ("ESC")

Request for Proposals

Solicitation Number 21-06

Interpretation and Translation Services and Related  
Solutions

**Language Resource Center Inc.**

August 31st, 2021

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# Letter of Transmittal

Dear Crystal Wallace,

Please find the enclosed proposal from the Language Resource Center, Inc. (“LRC”) in response to the Region 4 Education Service Center’s (“ESC”) Request For Proposals (“RFP”) for Interpretation and Translation Services and Related Solutions.

Language Resource Center, Inc. (LRC) is one of the largest interpretation and translation service providers in the country. We provide a complete portfolio of services in over 230 languages including American Sign Language to all industries. At LRC, we offer customized workshops on cultural competence, interpretation, translation, and more, all with unmatched quality, thanks to our extensive team of trained and experienced professionals.

We are committed to providing clients and their consumers linguistically and culturally competent services that meet all their language needs. Rooted in the conviction that cultural gaps can be bridged in all industries and between all people, LRC provides unparalleled interpretation and translation services that support healthcare, government, legal, commercial, and educational institutions to better serve their culturally diverse members.

LRC is fully prepared to leverage our national reputation, network, and experience to help Region 4 identify new Participating Public Agencies for this engagement. In fact, LRC has already begun outreach efforts and is in direct communication with new, as well as current / previous, agencies that seek to procure, and continue using, LRC services through this project. We are excited to expand these outreach efforts in collaboration with Region 4 to ensure the program grows and achieves its full potential.

Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing [REDACTED]

Sincerely,  
Abdullahi M Sheikh Abdullahi  
President / CEO

# Executive Summary

## *Who We Are*

Since 2009, Language Resource Center, Inc. has provided foreign languages and American Sign Language (ASL) interpretation services via on-site, over the phone, and video, **24** hours per day, seven (7) days per week, year round. At all times we strive to accurately and completely facilitate communication oral-to-oral, written-to-written, and written-to-oral/oral-to-written between all stakeholders maintaining the ideas, records, and concerns being expressed between languages.

Unique to LRC, we are able to connect most clients to an interpreter over the phone in over 230 languages within fifteen (15) seconds or less. Our Video Remote Interpreting (VRI) service is efficient and dependable, with access to an unparalleled number of languages and one of our trained interpreters. ASL and Spanish are available on-demand 24/7/365 and other languages can be pre-requested with a limited waiting time. LRC on-site interpreters will not simply interpret what you or your Limited English Proficiency (LEP) and/or deaf/hard of hearing students and faculty communicate; our interpreters will discuss all requirements with participants in detail before the actual interpretation to build a trusting relationship and a foundation of understanding.

Our management team continuously monitors regulatory agencies and other organizations such as The Joint Commission (TJC) and North Carolina Interpreters and Transliterators Licensing Board (NCITLB) whose policies and guidelines determine the legal and ethical practice requirements for interpretation and translation services. In addition, we work closely with the American Translators Association (ATA), International Medical Interpreters Association (IMIA), National Council on Interpreting in Health Care (NCIHC), National Association of the Deaf (NAD), Registry of Interpreters for the Deaf (RID), and Better Business Bureau (BBB).

## *Our Services*

### *On-Site Interpreting*

Our professional interpreters can meet your language needs at your desired location, pre-requested or on-demand, for over 230 languages.

### *Over-The-Phone Interpreting*

Ideal for short encounters or emergency situations, our telephone interpreters are available on-demand 24/7 in a wide range of languages.

### *Video Remote Interpreting*

This reliable option allows for consumers and interpreters to have access to visual information essential for effective communication without necessarily having the interpreter on-site.

### *American Sign Language (ASL)*

Available on-site and via video, our ASL interpreters are nationally-certified professionals dedicated to supporting the deaf and hard of hearing community.

### *Language Assessments*

Our language assessment services provide comprehensive insight into proficiency in English and selected foreign languages by the highest standards in the industry.

### *Trainings and Workshops*

From basic to advanced levels, our highly interactive and engaging trainings are imparted by professional trainers with years of experience and vast knowledge in their fields.

### *Translation Services*

From simple posters to complex research papers, we translate written materials of any kind to over 230 languages; all with top quality guaranteed by our five (5)-step review process and high translation standards.

### *Centralized Scheduling*

Our Customer Service Specialists work every day around the clock to meet your interpreter scheduling needs with utmost efficiency and efficacy thanks to the use of advanced technology and years of experience.

## *Our Clients*

Language Resource Center, Inc. has been providing services for numerous and diverse clients in the legal, education, healthcare and financial industries since its inception, and our reach has expanded exponentially. Our clients are in the not-for-profit and for profit sector alike.

## *Our Mission*

We are committed to providing clients like Region 4 ESC linguistically and culturally competent services that meet all their language needs. Rooted in the conviction that cultural gaps can be bridged in all industries and between all people, Language Resource Center, Inc. provides unparalleled interpretation and translation services to support healthcare, government, legal, commercial, and most importantly, educational institutions to better serve their culturally diverse members.

## *Our Values*

Our organization is guided each and every day by the following values when extending excellent value added services for our customers:

- Best People: Attracting, developing and retaining the best talent for our business, challenging our people, demonstrating a “can-do” attitude and fostering a collaborative and mutually supportive environment.
- Client Value Creation: Enabling clients to become high-performance businesses and creating long-term relationships by being responsive, relevant, and consistently delivering value.
- One Global Network: Leveraging the power of global insight, relationships, collaboration and learning to deliver exceptional service to clients wherever they do business and with whomever they do business.
- Respect for the Individual: Valuing diversity and unique contributions, fostering a trusting, open and inclusive environment and treating each person in a manner that reflects LRC's values.
- Integrity: Being ethically unyielding and honest; inspiring trust by saying what we mean, meaning what we say - matching our behaviors to our words and taking responsibility for our actions.

### *Why Language Resource Center, Inc.*

LRC has implemented an unparalleled qualification process employing only experienced professionals with extensive backgrounds in linguistics, interpreting, translation, cultural mediation, ethics, and language evaluation. We guarantee that our interpreting services will be performed in a professional and collaborative manner by competent and knowledgeable interpreters.

What sets LRC apart is our ability to cover languages of lesser diffusion such as Jarai, Rhade, Maay Maay, and more. We have an in-depth and exclusive recruitment and training processes for our interpreters and translators, making the quality of our specialists some of the best in the country. Our all-inclusive services cover a myriad of needs remotely and in person.

# General Requirements

- **Use universally acceptable software compatible with the source documents such as Microsoft Word, Excel, PageMaker, etc.**

Confirmed, LRC utilizes universally acceptable software that is compatible with Microsoft Word, Excel and Pagemaker.

- **Furnish telephone and related equipment, including the maintenance of such equipment.**

Confirmed, LRC will recommend a source of telephone and related equipment as per client needs.

- **Utilize interpreters who are United States citizens or legal residents of the United States.**

Confirmed. LRC interpreters are all legal residents of the United States.

- **Offer, at a minimum, the following languages: Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Tagalog, Thai, and Arabic. Offeror can include any additional languages and the availability of those languages.**

LRC can confirm that it offers Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Tagalog, Thai, and Arabic. In addition to the requested languages, our full list of languages offered is included below:

## Languages Serviced

Our language listing is constantly updating. If you are unable to find your required language, please contact us.

Acholi	Cebuano	Fante	Ibo	Laotian	Mien	Quechua	Tedim
Afrikaans	Chaldean	Farsi	Ilocano	Katvian	Mina	Quiche	Telugu
Akan	Chamorro	Fijian	Indonesian	Lebanese Arabic	Minangkabau	Rhade	Teochew
Akateko	Chaozhou	Filipino	Italian	Liberian	Mixteco Alto	Romanian	Thai
Albanian	Chin	Finnish	Japanese	Liberian English	Mixteco Bajo	Russian	Tibetan
Algerian	Chinese	Flemish	Jarai	Lingala	Mizo	Samoan	Tigrinya
Arabic	Chuukese	French	Javanese	Lithuanian	Mnong	San Miguel	Tikree
ASL	Creole	French Creole	Jurchol (Luo)	Luganda	Moldovian	Santa Eulalia	Toishanese
Amharic	Croatian	Fukienese	Kaho	Luo	Mongolian	Saraiki	Tongan
Arabic	Czech	Fulani	Kanjobal	Maay Maay	Montenegro	Serbian	Trukese
Armenian	Danish	Ga	Kannada	Macedonian	Montengard	Shanghaiense	Tshiluba
Ashanti	Dari	Gbandi	Karen	Maithali	Moroccan	Shona	Tunisian Arabic
Assamese	Dega	Gen	Karenni	Maihilli	Mushunguli	Sichuan	Turkish
Assyrian	Dene	Georgian	Kayah	Malay	Nahuatl	Sinhalese	Twi
Azerbaijani	Dewoin	German	Khmer	Malayalam	Navajo	Slovak	Tzotzil
Bahnar	Dindi	German	Kikongo	Malaysia	Nepali	Slovakian	Ukrainian
Bambara	Dinka	Ghana	Kinyarwanda	Malinke	Newari	Somali	Urdu
Bandi	Djerma	Gissai	Kirundi	Mam	Nuer	Soninke	Vai
Belarusian	Duala	Gokana	Kissai	Mandarin	Oromo	Sorani	Viah
Bergali	Dutch	Gola	Kiyombe	Mande	Quatchi	Spanish	Vietnamese
Bosnian	Dzongkha	Greek	Kiziguwa	Mandingo	Pangasinan	Sudanese Arabic	Wolof
Bulgarian	Ebo	Gujarati	Korean	Mandinka	Papiamentu	Susu	Xhosa
Bunong	Ede	Haitian Creole	Kpelle	Marathi	Pashto	Swahili	Yiddish
Burmese	Elicano	Haka	Krah	Marshallese	Patoi	Swedish	Yoruba
Burundi	Driterian	Hausa	Krahn	Masalit	Persian	Tagalog	Yup'ik
Cambodian	Estonian	Hebrew	Krio	Mayan	Polish	Tai Dam	Zarma
Cantonese	Ethiopian	Hindi	Kunama	Mendi	Portuguese	Taiwanese	Zo
Cape Verdean	Ewihe	Hmong	Kurdish		Pulaar	Tamil	Zulu
Catalan	Falam	Hungarian	Kurmanji		Punjabi		



# Tab 1: Draft Contract and Offer and Contract Signature Form



## Tab 1 – Draft Contract and Offer and Contract Signature Form

Confirmed. The Completed Draft Contract and Offer and Contract Signature forms are attached to this proposal.



# Tab 2: Products / Pricing

## Tab 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 fees
  - 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)

Please see the below pricing detailing LRC's rates.

[REDACTED]

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


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- a. Customer shall pay a fee to LRC (in U.S. Dollars at LRC's principal office) for any Services rendered to or on behalf of Customer on an hourly basis (determined in fifteen (15) minute increments) based upon the rate schedule attached hereto (the "Rate Schedule").
- b. Expenses: Customer shall reimburse LRC for the actual expenses of any employee or agent of LRC that are reasonably incurred to fulfill such request for Services including, without limitation, meals, lodging travel time and travel expenses. For this purpose, travel expenses shall be determined based on (i) the standard mileage rate issued by the Internal Revenue Service to calculate the costs of use of an automobile for business purposes at the time the requested Services are provided, and (ii) the distance to and from such employee or agent's location at the time that he or she is dispatched by LRC to provide the Services and the location where the Services are provided.
- c. Cancellations: If Customer cancels a request that LRC provide Services pursuant to this Agreement less than twenty-four (24) hours prior to the date and time for such requested Services, then Customer shall be liable to LRC for a cancellation charge equal to the greater of: (i) the fee that would have been due by Customer to LRC for the Services requested had such request for Services not been canceled, or (ii) an amount equal to the Minimum Fee. Any cancellation of requested Services must be given during LRC's normal business hours and pursuant to its regular scheduling procedures.

**Equipment:** Not Applicable

- **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 the Offeror's call menu system, with a dispatcher, or in a queue for an interpreter.

Confirmed. LRC acknowledges that telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate, and partial minutes or any portion of a full minute may be rounded up to the next highest minute. LRC confirms that the 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.

- **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, the Offeror 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.

Language Resource Center, Inc. will comply with the requirements above. However, based on our experience with industry standards and interpreter compensation, we recommend that Region 4 considers replacing "1/10th of an hour increments" **with** "15 minute increments" for the final language.

***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.**

While we acknowledge the requirement, LRC requests that Region 4 ESC shall reimburse LRC for the actual expenses of any employee or agent of LRC that are reasonably incurred to fulfill such request for Services including, without limitation, meals, lodging, travel time and travel expenses. For this purpose, travel expenses shall be determined based on (i) the standard mileage rate issued by the Internal Revenue Service to calculate the costs of use of an automobile for business purposes at the time the requested Services are provided, and (ii) the distance to and from such employee or agent's location at the time that he or she is dispatched by LRC to provide the Services and the location where the Services are provided.

LRC acknowledges that 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 LRC the two (2) hour minimum billable time.

LRC will provide the name of the interpreter and their home and/or business address which serves as his/her base of operations for billing services when requested, should LRC utilize the services of an interpreter who must travel in order to provide services.

- **Translation 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.**

LRC will bill at per word rate once the total amount exceeds the minimum stated on the price sheet.

- **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.**

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 the minimum fee LRC will bill at a flat fee rate.



- **Video Remote Interpreting: Video Remote Interpreting services will be billed in sixty (60) second or one (1) minute increments during both standard hours and non-standard hours at the per minute rate specified.**
- i. **Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).**

Confirmed. Our submitted media for the price list will include all requested information.

- ii. **Is pricing available for all products and services?**

Confirmed. Pricing is available for all services.

- iii. **Describe any minimum fees.**

There shall be a minimum fee for any single request for Services pursuant to this Agreement equal to two (2) hours of such Services based upon the Rate Schedule and the Services requested (the "Minimum Fee").

- iv. **Describe any shipping charges.**

Language Resource Center, Inc. will charge shipping charges to the client based on the shipping option chosen by the client. LRC will provide documentation and receipts to the client if needed.

- v. **Provide pricing for warranties on all products and services.**

Not applicable.

- vi. **Describe any return and restocking fees.**

Not applicable.

- vii. **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.**

LRC is proposing a fee structure with maximum efficiencies, but is not providing any additional discounts, promotions, special offers, or rebates. We are happy to explore additional possible discounts in collaboration with your stakeholders upon further discussion.

- viii. **Describe how customers verify they are receiving Contract pricing.**

Our customers can verify that they are receiving contract pricing by reaching out to their procurement department for a copy of the Master Agreement and comparing it with our invoices. We provide customizable and detailed worksheets with our invoices to make the process of verification as user friendly as possible.

- ix. **Describe payment methods offered.**

LRC accepts ACH, checks and credit cards for payment.

- x. **Propose the frequency of updates to the Offeror'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.**

In extenuating circumstances where a price update may be necessary, we will communicate with the client in advance for approval.

- xi. **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Pricing for interpretation and translation services are included in this agreement. If there are any additional services requested by the client which are not included in this agreement, we will send a quote to the client for approval.

- xii. **Provide any additional information relevant to this section.**

Language Resource Center has provided a transparent, comprehensive pricing proposal. If Region 4 desires any additional information, or explanation, we are happy to acquiesce.

**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.**

Confirmed, LRC acknowledges it is in accordance with Region 4 ESC's Not to Exceed Pricing.

#### **Federal Funding Pricing**

**Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.**

Confirmed, please find a completed Exhibit F included with this proposal.



# Tab 3: Performance Capability

## Tab 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.**

Confirmed, please find a completed Appendix D, Exhibit A included with this proposal.

- 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.**

Confirmed, please find a completed Appendix D, Exhibit B included with this proposal.

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

Confirmed, please find a completed Appendix D, Exhibit F and Exhibit G included with this proposal.

- 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.**

Our scheduling portal is highly customizable with the ability to set up as many accounts and subaccounts as necessary. We provide a toll free number and an access code for our OPI services and User IDs and password for all other services. Each personnel within any department of an agency can have their own access and we can also customize the level of access for each account as necessary.

- 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.**

*OPI On Demand* - Customers will be provided with a toll-free number and an access code to get connected with an interpreter any time.

*OPI Prescheduled, VRI and Onsite - Customers* will have the option of calling us at 704-464-0016, emailing us at [scheduling@languagerc.com](mailto:scheduling@languagerc.com) or logging into the portal to schedule any requests. When setting up a client account, LRC will provide detailed training and materials so all clients know the myriad methods by which they may make a request. Materials that we provide will include, but is not limited to, **badges** with portal **and access** code information, language identifiers and instructional documents and videos if necessary.

**vi. Describe Offeror's correction plan for errors.**

At LRC we utilize automation in an attempt to reduce human errors, but we always have staff review invoices for quality checks and to ensure accuracy. In the event of an error, LRC will work efficiently to identify the type of error, how said error occurred, and a resolution strategy to avoid future recurrence. LRC has years of experience perfecting our billing process and will continue to work with our clients to ensure user friendly, error-free invoicing.

**vii. Describe Offeror's ability to meet service.**

Language Resource Center, Inc. has provided foreign language **and American** Sign Language interpretation services on-site, over the phone, and by video remote since 2009. LRC hires only experienced professionals with extensive backgrounds in linguistics, interpreting, translation, cultural mediation, ethics, and language evaluation. We guarantee that our interpreting services will be performed in a professional and collaborative manner by competent and knowledgeable interpreters.

Language Resource Center, Inc. provides interpretation services (on-site, over the phone, or by video remote) and translation services 24 hours per day, seven (7) days per week, year round. We provide interpretation services for foreign language and American Sign Language (ASL) to our clients, their employees, and their customers. At all times we strive to accurately and completely facilitate communication oral-to-oral, written-to-written, and written-to-oral / oral-to-written between all stakeholders maintaining the ideas, records, and concerns being expressed between languages.

For over-the-phone interpretation, most clients can be connected to an interpreter (in over 200 languages) within fifteen (15) seconds or less. For translation services (not expected in the course of on-site interpretation), turnaround time for documents can be almost immediate to two (2) to five (5) days (depending on the diffusion of the language, length, and or difficulty of the document). For on-site interpretation services, clients can contact our Customer Service Associates by telephone, email, fax, or web-based system 24/7/365. We will then schedule an interpreter who meets their needs (language, appointment time, gender, etc.); we can schedule months in advance or have someone there in less than an hour in some cases. All of our interpreters adhere to your policies and procedures, including, but not limited to, parking, dress code, smoking, fitness for duty, and traffic/security.

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

LRC is available for our clients 24 hours a day, seven (7) days a week, 365 days a year. LRC monitors a number of areas of service on a daily basis, including service time to access an interpreter (on-site or remotely) and quality of interpretation. Lead interpreters as well as our Quality Assurance Specialists randomly tap into calls to check for quality, professionalism, and accuracy of interpretation. They also conduct on-site observations at random to ensure the same quality, professionalism, and accuracy of interpretation. It is of paramount importance to us to assure the utmost in your customer satisfaction.

In the rare event that a customer service issue does occur, LRC's resolution process is that we obtain information from the client and we file a client incident report that consists of the complaint for the quality control team to evaluate and provide a corrected course of action. Then we track the resolution in the client file, and send this directly to the client for transparency.

- 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.**

LRC sends invoices on a weekly basis for services provided. Each such invoice will be due and payable to LRC, in full, upon our client's receipt of such invoice. Invoices may be paid via ACH, paper check, or credit cards. LRC charges the fee pertaining to credit card/p-cards, dependent on local and state applicable laws and regulations.

Invoices not paid for the next thirty (30) days following the previous period will be charged 24 percent per annum, or \$25.00 per month, whichever is greater. Any and all other fees, as permitted by law within the appropriate jurisdiction, will also accrue on all unpaid invoices.

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

#### Customer Transition Plan

1. Send a correspondence and/or have a meeting with the client based on their preference to collect information about the account and the staff that would need access.
2. Set up the accounts based on the client's request.
3. Share the account access with the client with instructional documents and/or videos.
4. Schedule a meeting with the client to go over all information in detail and provide training to staff if necessary.
5. Provide materials to the client to distribute to staff such as language identifiers, badges with access codes, etc.
6. Continue to check in on the client to ensure a smooth transition.
7. LRC will designate a Project Manager to maintain and support the Implementation Plan.

- xi. Describe the financial condition of Offeror.**

LRC has enjoyed considerable success since our founding in 2009 and remains in healthy financial standing. As LRC is a privately-held company, we do not release detailed financial statements. Should Region 4 request additional information in this regard, LRC would be happy to comply upon signing a mutual NDA.

- 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.**


LRC's scheduling platform is highly customizable and user friendly. It is web-based and available anywhere with internet connectivity. The required fields for submitting an order is customizable and is set up based on the customer's preference. The client access includes, but is not limited to, the following:


- A calendar that displays all scheduled appointments
- The ability to search for an existing appointment based on:
  - assignment numbers
  - account name
  - services
  - + many more


- Reporting capabilities
- Invoicing and worksheets


Please see the below screenshots illustrating the LRC scheduling platform.

SCHEDULE
ACCOUNTING
TOOLS AND SETTINGS
LOG OUT

  
Today

  
Schedule  
Interpreter

  
Approve  
request

  
Find  
assignment

Scheduling tools

## SCHEDULE INTERPRETER

REQUEST DETAILS

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Total assignments: 0

September 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
				4	5	6
				7	8	9
				10	11	12
				13	14	15
				16	17	18
				19	20	21
				22	23	24
				25	26	27
				28	29	30

Total assignments: 0

Month      Year

January ▼

SHOW CALENDAR

\* ACCOUNT Test account ▼ ?

\* TYPE OF SERVICE 
 OSI  
  VIS  
  VRI  
  OPI  
 ?

\* LANGUAGE 
▼  
 ▼  
 ?

SOURCE
TARGET

\* ASSIGNMENT DATE 
Aug  
 24  
 2021  
 ?

\* ASSIGNMENT START TIME 
▼  
 ▼  
  AM  
  PM  
 ?

HOUR
MINUTES

\* ASSIGNMENT ESTIMATED DURATION 
▼  
 ▼

HOUR
MINUTES

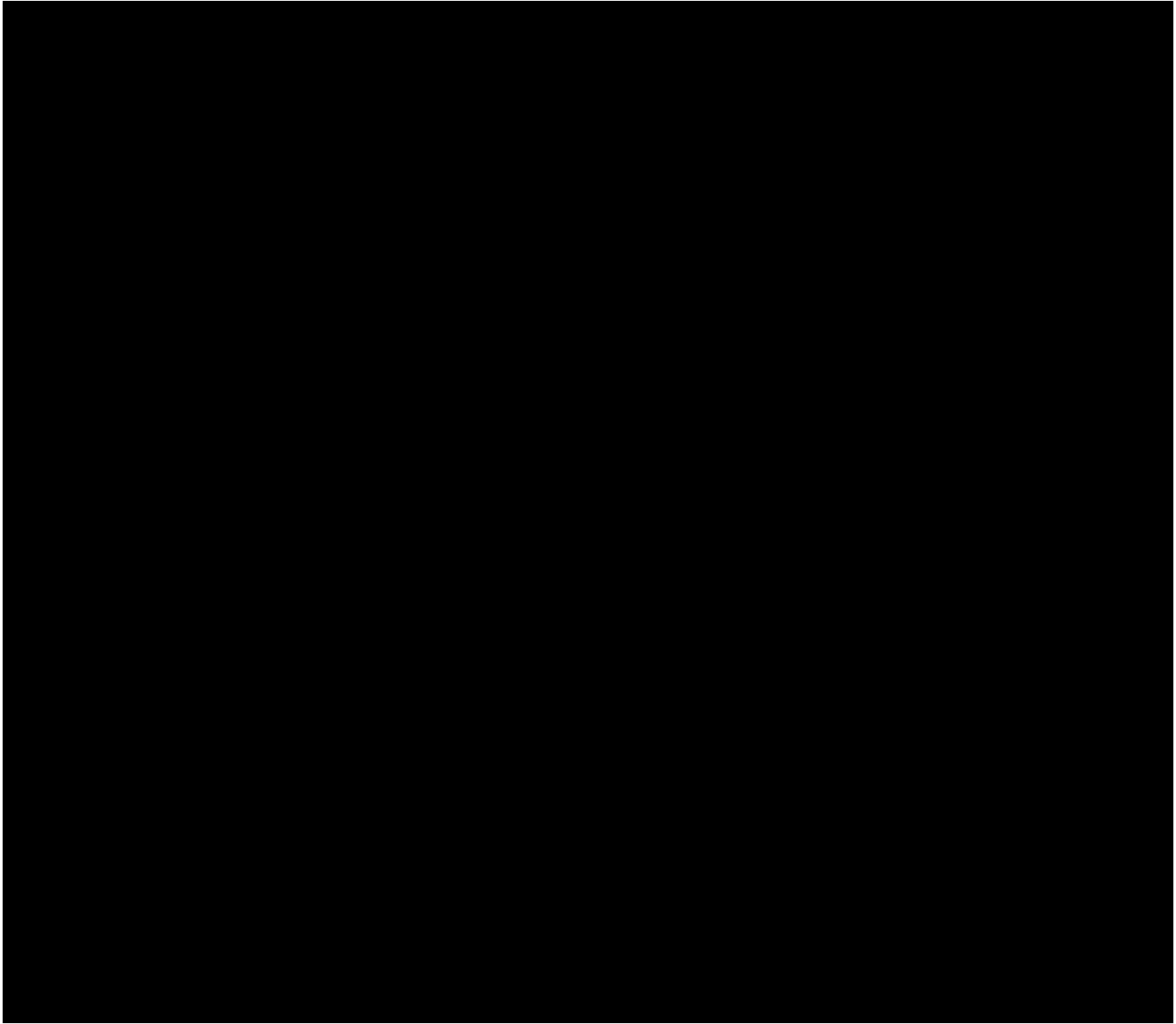
LOCATION NAME  ?

\* ASSIGNMENT ADDRESS  ?

\* CITY  ?

\* STATE North Carolina ▼ ?

23





- 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.**

The LRC scheduling platform has a highly customizable report center. LRC can create specific reports of various types for Region 4 ESC and disseminate them within the portal or per your request. Once a report type is created within the portal, it can be run by selecting a date range and prompting the system. Options for running reports include displaying the information on-screen or the ability to download the report in an excel worksheet. LRC has over 200 fields and contents that can be added to a report. LRC can set up multiple reports based on different needs. Examples include, but are not limited to, invoice worksheets, coverage reports, assignments reports, etc.

- xiv. Provide any additional information relevant to this section.**

### *Why Language Resource Center, Inc.*

LRC has implemented an unparalleled qualification process employing only experienced professionals with extensive backgrounds in linguistics, interpreting, translation, cultural mediation, ethics, and language evaluation. We guarantee that our interpreting services will be performed in a professional and collaborative manner by competent and knowledgeable interpreters.

What sets LRC apart is our ability to cover languages of lesser diffusion such as Jarai, Rhade, Maay Maay, and more. We have an in-depth and exclusive recruitment and training processes for our interpreters and translators, making the quality of our specialists some of the best in the country. Our all-inclusive services cover a myriad of needs remotely and in person.

*Partnering with Language Resource Center, Inc. means that Region 4 ESC can offer translation services in an unparalleled number of languages.*

## ***Appendix D, Exhibit A Supplement***

Please see the completed OMNIA partner documents included with this proposal as attached Exhibits A and G.

### **3.0 Supplier Response**

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

#### **3.1 Company**

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

Language Resource Center, Inc. has provided foreign language and/or American Sign Language interpretation services on-site, over the phone, and by video remote since 2009 with the majority of our business focused in the healthcare industry.

Language Resource Center, Inc. warrants that our interpreting services will be performed in a professional and workmanlike manner by competent and knowledgeable interpreters trained in interpreting and medical terminology. We provide services in a fashion that is both safe and effective for patients abiding by our clients' Vendormate or Reptrax credentialing requirements.

Upon request, we can provide copies of certifications held by interpreters, evidence of health screening requirements, and in the event that a Client Facility is surveyed by any government agency or accreditation organization, we can make available for review the personnel files of any interpreter providing on-site services. All foreign language interpreting services are performed according to the National Standards of Practice for Interpreters in Health Care and comply with the National Code of Ethics for Interpreters in Health Care. All sign language interpreters comply with the Registry of Interpreters for the Deaf, Inc. (RID) Code of Professional Conduct.

Language Resource Center, Inc. provides interpretation services (on-site, over the phone, or by video remote) and translation services 24 hours per day, seven (7) days per week, year round. We provide interpretation services for foreign language and American Sign Language (ASL) to our clients, their employees, and their customers. At all times we strive to accurately and completely facilitate communication oral-to-oral, written-to-written, and written-to-oral/oral-to-written between all stakeholders maintaining the ideas, records, and concerns being expressed between languages.

For over-the-phone interpretation, most clients can be connected to an interpreter (in over 230 languages) within fifteen (15) seconds or less. For translation services (not expected in the course of on-site interpretation), turnaround time for documents can be almost immediate to two (2) to five (5) days (depending on the diffusion of the language, length, and or difficulty of the document). For on-site interpretation services, clients can contact our Customer Service Associates by telephone, email, fax, or web-based system 24/7/365. We will then schedule an

interpreter who meets their needs (language, appointment time, gender, etc.); we can schedule months in advance or have someone there in less than an hour in some cases. All of our interpreters adhere to your policies and procedures, including, but not limited to, parking, dress code, smoking, fitness for duty, and traffic/security.

Interpreters undergo oral and written language assessment examinations to evaluate fluency in their stated languages. As part of their training, they also undergo our Interpretation and Translation Skills Assessment(s) and complete a **workshop which** reviews formal procedures and standards of professional interpreting &/or translation (with a written exam administered after the workshop to assess their understanding of national interpretation standards and general fluency in the language(s)). Interpreters are then 'shadowed' on their first assignment (and continued to be shadowed until 'released' for solo interpretations). The interpreters also may undergo random 'observations' by our lead interpreters as a means of checking adherence to standards during the course of their hiring.

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

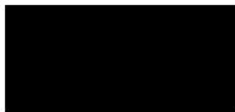
LRC currently maintains three (3) salespersons. We are nationally-focused, with a headquarters in Charlotte, North Carolina.

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

LRC is a nationally-focused firm with a headquarters in Charlotte, North Carolina. We also maintain an office in Durham, North Carolina. Our team is supported by a partner network located nationwide.

Corporate Office	4801 E. Independence Blvd Suite 303 Charlotte, NC 28212
Durham Office	4819 Emperor Blvd Ste 400 Durham, Nc 27703

**D. Annual sales for the three previous fiscal years.**



**a. Submit FEIN and Dunn & Bradstreet report.**

FEIN	26-4777425
Dunn & Bradstreet	021610698

**E. Describe any green or environmental initiatives or policies.**

In our commitment to moving toward a greener workspace, LRC reduces printing by utilizing an electronic filing system and reduces paper waste by its insistence on recycling and supplying recycled products whenever possible.

It is also worth mentioning that LRC champions video remote and over-the-phone interpretation services, eliminating travel time and its associated environmental impact whenever possible.

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

LRC is committed to fostering, **cultivating and** preserving a culture of diversity and inclusion. Our human capital is the most valuable asset we have, and we embrace and encourage our employees' differences in age, color, ability, **ethnicity**, family or marital status, gender identity or expression, language, **national origin**, political affiliation, race, religion, sexual orientation, **socio-economic** status, veteran status, and other characteristics that make **our employees** unique.

Our initiatives regarding diversity and inclusion guide our practices **and policies** on recruitment and selection; compensation and benefits; **professional development** and training; promotions; transfers; social and recreational programs; **layoffs**; terminations; and the ongoing development of a work environment built on **the premise** of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all **groups and** employee perspectives.
- Work/life balance through flexible work schedules to accommodate **employees' varying** needs.
- Employer and employee contributions to the communities we serve to promote a **greater** understanding and respect for diversity.

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

**a. Minority Women Business Enterprise**

Yes  No

If yes, list certifying agency: \_\_\_\_\_

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

Yes       No

If yes, list certifying agency: State of North Carolina

**c. Historically Underutilized Business (HUB)**

Yes       No

If yes, list certifying agency: State of North Carolina

**d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Yes    No

If yes, list certifying agency: \_\_\_\_\_

**e. Other recognized diversity certificate holder**

Yes    No

If yes, list certifying agency: \_\_\_\_\_

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

Not applicable.

**I. Describe how supplier differentiates itself from its competitors.**

***Proactive Approach***

One of our greatest strengths at LRC is providing reliable access to not only the major languages, but languages of lesser diffusion as well. LRC believes in a proactive approach towards servicing Limited English Proficient (LEP) populations. By studying population trends across the country and having contacts with local resettlement agencies, LRC is able to foresee which languages will be needed and in which regions. This research and recruitment process often occurs before our customers are even aware of their evolving needs.

***Active Recruitment***

Our interpreter recruiting office uses their contacts within local resettlement agencies, community-based organizations, interpreter membership associations, and government institutions and other means of social media / recruitment platforms to find competent, qualified interpreters for these rare languages. LRC also listens to its clients and their individual needs by facility region to ensure that their local language trends are met as well.

***Constant Training***

LRC uses trained and tested contract interpreters who possess a high level of expertise. With the awareness that standards of skilled interpreting are fluid and subject to constant change in the industry, LRC encourages all of its interpreters to attend seminars, enroll in interpreting and language courses, and become as involved as possible with their language community so that

their skills and understanding of the field of interpreting will continue to grow along with the industry.

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

LRC has no current or previous litigation, bankruptcy or reorganization to report.

**K. Felony Conviction Notice: Indicate if the supplier**

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

LRC is not owned or operated by anyone who has been convicted of a felony.

**L. Describe any debarment or suspension actions taken against supplier**

There are no **previous or** current debarment or suspension actions taken against LRC.

**3.2 Distribution, Logistics**

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

**On-Site Interpreting:** Our professional interpreters can meet your language needs at your desired location, pre-requested or on-demand, for over 230 languages.

**Over-The-Phone Interpreting :** Ideal for short encounters or emergency situations, our telephone interpreters are available on-demand, 24/7 in a wide range of languages.

**Video Remote Interpreting:** This reliable option allows for consumers and interpreters to have access to visual information essential for effective communication without necessarily having the interpreter on-site.

**American Sign Language (ASL):** Available on-site and via video, our ASL interpreters are nationally certified professionals dedicated to supporting the deaf and hard of hearing community.

**Language Assessments:** Our language assessment services provide comprehensive insight into proficiency in English and selected foreign languages by the highest standards in the industry.

**Trainings and Workshops:** From basic to advanced levels, our highly interactive and engaging trainings are imparted by professional trainers with years of experience and vast knowledge in their fields.

**Translation Services:** From simple posters to complex research papers, we translate written materials of any kind to over 230 languages, all with top quality guaranteed by our five (5)-step review process and high translation standards.

**Centralized Scheduling:** Our Customer Service Specialists work every day, around the clock to meet your interpreter scheduling needs with utmost efficiency and efficacy thanks to the use of advanced technology and years of experience.

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

LRC is able to provide remote services such as OPI, VRI and document translations throughout the United States by utilizing its robust online platform to connect customers to our qualified interpreters. It is also worth mentioning that LRC is one of the largest interpretation and translation service providers in the country and thus, are well positioned to offer our services nationwide.

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

Participating agencies are ensured they will receive the Master Agreement pricing as all of our pricing is set up under our scheduling platform when an account is created for each client. All services will accompany an invoice worksheet with detailed pricing that can be used to verify contract pricing.

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

Not Applicable.

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

LRC is a leading interpretation and translation services provider. LRC only offers services, so we do not maintain distribution facilities, warehouses or retail networks.

### **3.3 Marketing and Sales**

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

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Confirmed. LRC will provide a detailed ninety (90)-day plan describing our implementation strategy. Our plan will include executive leadership endorsement and sponsorship of the award

as the public sector go-to-market strategy within the first ten (10) days, and training and education of our national sales force with participation from our executive leadership, along with the OMNIA Partners team within the first ninety (90) days.

**B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award.**

Confirmed. The ninety (90)-day plan describing LRC's strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of LRC, as well as to prospective Public Agencies nationwide immediately upon award will include the following activities.

Bespoke Marketing Efforts

- Creation and distribution of a co-branded press release to trade publications announcement, Master Agreement details and contact information published on the LRC website within first ninety (90) days
- Design, publication and distribution of co-branded marketing materials within first ninety (90) days
- 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 LRC-specific trade shows, conferences and meetings throughout the term of the Master Agreement 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 LRC. In addition, LRC commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Website Development

Additionally, LRC will develop a Dedicated OMNIA Partners internet homepage on the LRC website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and LRC;
- 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



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

LRC has no cooperative contracts at the moment. Based on the terms of this contract, this contract may supersede any government contract that is willing to accept this contract. We are happy to work with any cooperative agreement, as well as with any additional government entities looking to use this contract as a base contract, as needed and desired by Region 4.

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

LRC agrees to provide logos to OMNIA Partners as well as permission for reproduction of these logos in marketing communications and promotions. LRC understands that any use of the OMNIA Partners logo will require permission for reproduction.

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

- 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**

LRC confirms that we will be proactive in direct sales of all goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. Our sales initiatives will communicate all points listed in section E.

**F. 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**

Confirmed. The LRC national sales force will be familiar with the Master Agreement. Training for sales personnel will include, at a minimum, key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA partners and knowledge of benefits of the use of cooperative contracts.

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

Role	Name	Title	Email	Phone
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

LRC provides a dedicated, group-focused Sales Team that will be led by our President, Abdullahi M Sheikh. Abdullahi’s direct management of the Sales Team ensures that it is fully resourced and able to rapidly respond to customer needs or program challenges. Please see below for Abdullahi’s contact information.

Name	Title	Email Address	Phone Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

The LRC Sales Team will ensure that marketing and other outreach activities are completely aligned with the OMNIA Partners Team’s specific needs and priorities. We will connect for an introductory onboarding session to gain insights from the OMNIA Partners Team upon the contract start date. From there, the Sales Team will develop customized Implementation and Growth Plans based on OMNIA’s feedback, as desired. The Sales Team will also ensure that trackable metrics are provided in conjunction with Sales efforts, and will work with OMNIA to gain insights based on previous Sales efforts.

**J. 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.**

The Language Resource Center, Inc. team will drive growth through a national program that treats each client, and potential client, as an individual. Marketing efforts will be customized to meet target audiences, and additional outreach will be informed by their unique context, needs, and priorities. When a new Participating Public Agency is identified, LRC will assign a unique Implementation Team to them. This dedicated team, at a minimum, will do the following:

- Guarantee seamless transitions
- Ensure services are provisioned without any gaps, and
- Verify the process is completed as efficiently as possible.

If faced with resource or logistical challenges with a new client, LRC's dedicated Implementation Team will escalate the issue to our central team for rapid deployment of a solution.

**K. 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.**

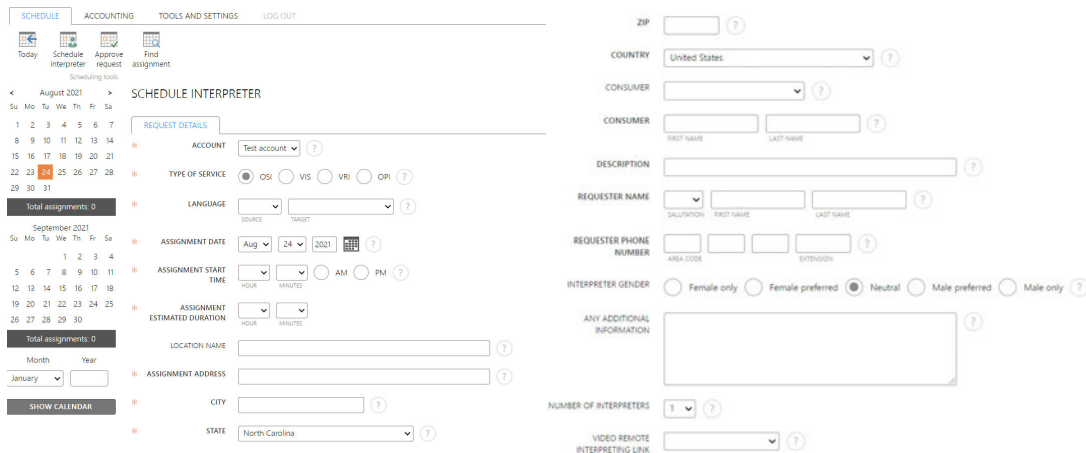
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**L. 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.**

LRC’s scheduling platform is highly customizable and user friendly. It is web-based and available anywhere with internet connectivity. The required fields for submitting an order is customizable and is set up based on the customer’s preference. The client access includes, but is not limited to, the following:

- A calendar that displays all scheduled appointments
- The ability to search for an existing appointment based on:
  - assignment numbers
  - account name
  - services
  - + many more
- Reporting capabilities
- Invoicing and worksheets

Please see the below screenshots illustrating the LRC scheduling platform.



**M. 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.**


- N. 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.**
  - v. Detail Supplier's strategies under these options when responding to a solicitation.**

Confirmed, LRC has reviewed and understands the options provided above that are available when responding to a solicitation for Products covered under the Master Agreement.

For every Public Agency Solicitation, we will take the MSA into consideration to ensure that pricing levels outlined in this response are not exceeded, unless the Public Agency in question decides to forego the MSA.



# Tab 4: Qualifications and Experience

## Tab 4 – Qualification and Experience

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

Corporate Office Address: 4801 E. Independence Blvd Suite 303 Charlotte, NC 28212

Total translators and/or interpreters: 850 + interpreters and translators.

Language Resource Center, Inc. has provided foreign language &/or American Sign Language interpretation services on-site, over the phone, and by video remote since 2009. We have an especially significant footprint providing services within the healthcare and education sectors.

Language Resource Center, Inc. provides interpretation services (on-site, over the phone, or by video remote) and translation services 24 hours per day, seven (7) days per week, year round. We provide interpretation services for foreign language and American Sign Language (ASL) to our clients, their employees, and their customers and families. At all times we strive to accurately and completely facilitate communication oral-to-oral, written-to-written, and written-to-oral / oral-to-written between all stakeholders maintaining the ideas, records, and concerns being expressed between languages.

### Experience of Our Team

Interpreters undergo oral and written language assessment examinations to evaluate fluency in their stated languages. As part of their training, they also undergo our Interpretation and Translation Skills Assessment(s) and complete a workshop which reviews formal procedures and standards of professional interpreting &/or translation (with a written exam administered after the workshop to assess their understanding of national interpretation standards and general fluency in the language(s)). Interpreters are then 'shadowed' on their first assignment (and continued to be shadowed until 'released' for solo interpretations). The interpreters also may undergo random 'observations' by our lead interpreters as a means of checking adherence to standards during the course of their employment.

- ii. **Describe Offeror's reputation in the marketplace.**

As one of the largest interpretation and translation services providers in the country, LRC has established a positive reputation among some major U.S. Health systems with the majority of our business being in the healthcare industry. Our services are utilized in the Education, Legal and Financial Industries all over the country.

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

Language Resource Center, Inc. warrants that our interpreting services will be performed in a professional and workmanlike manner by competent and knowledgeable interpreters trained in interpreting and medical terminology. We provide services in a manner which is safe and effective for patients abiding by our clients' Vendormate or Reprax credentialing requirements.

Upon request, we can provide copies of certifications held by interpreters, evidence of health screening requirements, and in the event that a client facility is surveyed by any government

agency or accreditation organization, we can make available for review the personnel files of any interpreter providing on-site services. All foreign language interpreting services are performed according to the National Standards of Practice for Interpreters in Health Care and comply with the National Code of Ethics for Interpreters in Health Care.

All sign language interpreters comply with the Registry of Interpreters for the Deaf, Inc. (RID) Code of Professional Conduct.

**iv. Describe the experience and qualification of key employees.**

***Abdullahi Sheikh, President / CEO, Executive Project Manager***

Over the past thirty (30) years, Dr. Abdullahi occupied multiple senior and executive positions at various organizations including private and government sectors. Currently, he is the President and CEO at Language Resource Center Inc. Dr. Abdullahi served as Supervisor at Bank of America PBMS Account and extensively worked with a finance management analyst team with organizations' capacity of investment over \$80 million dollars. Dr. Abdullahi managed over 650 clientele with contracts that exceeded over \$10 million. He has led proposals for contract and budget management projects for organizations.

Executing his numerous duties, Dr. Abdullahi had achieved all organizational goals and objectives year after year. He set strategic plans and directed/trained staff members, ensuring they abide by quality standards. Dr. Abdullahi has a track record of success in financial management, fund allocation, enforcing compliance, revenue generation, and customer service targets. He oversees the design of programs and services for clients based on intensive market research and performance analysis. Under his supervision, the organization saw considerable expansion over the past ten (10) years. With his long experience as well as education, Doctor of Management (DM) and Master of Business Administration (MBA) from the University of Phoenix, Dr. Abdullahi also served as a member of the Mental Health America Board of Directors and as a presenter on topics related to issues and challenges of displacement and the impact of State Resettlement programs.

The strong teams Dr. Abdullahi built and trained over the course of his career were an important part of his success. Dr. Abdullahi was fortunate to meet and cooperate with individuals with different professional and cultural backgrounds. He fostered a collaborative environment that focused on clear communications and open-mindedness. Dr. Abdullahi served as researcher and a process evaluator for PBMS accounts. He provided professional development opportunities to employees as needed, as well as led the process of architecting effective solutions to improve processes and ensure abidance by guidelines. Dr. Abdullahi's presentations include North Carolina Public Safety, Meeting the Mental Health Needs of Refugees, Developing Coping Mechanism, Financial Self-Sufficiency, and Best Practices in Refugee Resettlement.



### ***Teresa Altman, Director of Human Resources***

Senior level manager with more than twenty years broad-based and progressively responsible experience in management and human resources. Proven ability to work with senior management team to integrate the human resource function within the overall business operating strategy. Experience in department start-up's, high growth operations, immigration support and restructuring. Specific areas of expertise include:

- Employee Relations
- Compensation
- Recruitment and Selection
- Employment Law
- Training and Development
- Policy Development
- Performance Management
- Organizational Development
- Employee Engagement
- Succession Planning
- Reward and Recognition
- Benefits Administration

### ***Juel Sidow, Director of Operations***

The Director Of operations provides leadership, direction, and solution-oriented thinking to the Operations Scheduling Team. This Director ensures advocacy for customers and works closely with all departments to provide solutions that fulfill our customers' needs with speed, accuracy and exceptional communication.

#### Essential Duties and Responsibilities

- Improve the operational systems, processes, & policies in support of the organization's mission.
- Manage and increase the effectiveness and efficiency of Support Services.
- Play a significant role in long-term planning
- Manage functions. Coordination and Supervision
- Coordinate, manage and monitor the workings of various departments in the organization.
- Plan the use of human resources. Organize recruitment and placement of required staff.
- Establish organizational structures. Delegate tasks and accountabilities.
- Establish work schedules.
- Monitor and evaluate performance.
- Best Practices - Improve processes and policies in support of organizational goals.
- Formulate and implement departmental and organizational policies.
- Plan effective strategies for the financial well-being of the company.
- Follow and comply with all safety policies.

***Yunhea Kim, Interpreter Manager***

Interpreter Manager works with the Director of Operations to assist in increasing the pool of interpreters as well as maintaining their quality of service while ensuring compliance across all clients.

Essential Duties and Responsibilities

- Manage Identifying and screen potential interpreters.
- Manage assisting with scheduling interpreter training, language assessments
- Manage auditing Interpreters/vendors files for compliance documents, updated profile, etc.
- Manage organizing daily workflows.
- Conduct On-site observations and recommendations for improvement as needed.
- Coordinate investigation of complaints concerning defective services of interpreters.
- Obtains feedback from clients based on the performance of our interpreters.
- Send weekly tardy reports to interpreters and monthly uncovered reports to management.
- Implement a process to determine customers' familiarity & educate customers.
- Follow and comply with all safety policies.

***Kadir Hussein, Accounting Manager***

Analytical financial professional with solid and progressive experience in various facets of accounting and financial management. Highly skilled in collaborating with all members of the organization to achieve business and financial objectives. Instrumental in streamlining financial processes, enhancing productivity levels, introducing process improvements, and implementing technology solutions. Technical proficiency in MS Office (Word, Excel, PowerPoint) and QuickBooks.

Additional core competencies include:

- Financial Reporting & Cash Flow Management Accounting & Bookkeeping.
- Accounts Receivable & Accounts Payable
- Technology Enhancements & Process Improvement
- General Ledger & Fixed Asset Management
- P&L Management
- Cost Control
- Collections Management

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

LRC has considerable experience working with government agencies. Below is a non exhaustive list of government agencies we work with:

- Charlotte-Mecklenburg Schools
- North Carolina Department of Public Safety
- North Carolina Department of Health and Human Services
- South Carolina Mental Health
- Mecklenburg County
- City of Charlotte
- Disability Determination Services
- Social Security Administration
- South Carolina Department of Social Service
- Fayetteville Veterans Affairs

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

Our over-the-phone and video-remote interpretation services were in place before the pandemic and have been extremely successful solutions during COVID-19. Our ability to transition service seamlessly through our extensive use of teleconferencing services allowed our clients to function with little if any disruption.

Our Video Remote Interpreting (VRI) service is very easy to set up, and Spanish and ASL are available on demand, 24/7/365 while other languages can be pre-requested with limited waiting time.

Please see below for an overview of these services:

*Over-The-Phone Interpreting*

Ideal for short encounters or emergency situations, our telephone interpreters are available on-demand 24/7 in a wide range of languages.

*Video Remote Interpreting*

This reliable option allows for consumers and interpreters to have access to visual information essential for effective communication without necessarily having the interpreter on-site.

*American Sign Language (ASL)*

Available on-site and via video, our ASL interpreters are nationally-certified professionals dedicated to supporting the deaf and hard of hearing community.

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

Our interpreters are HIPAA compliant, SSAE1 certified and Safe Harbor certified. LRC is in full compliance with the HITECH Act and the Gramm-Leach-Bliley Act.

All sign language interpreters comply with the Registry of Interpreters for the Deaf, Inc. (RID) Code of Professional Conduct. The exam that we use to test our interpreters was created in coordination with the Director of the International Interpretation Resource Center (IIRC) at the Monterey Institute of International Studies.

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

All of our interpreters are independent contractors.

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

*Structural Hiring and Competency Evaluation Process*

- Proven fluency in both American English as well as the paired foreign language is a must.

- At least a bachelor's degree or equivalent from US and/or foreign country is preferred. (At least High School diploma or equivalent from a US or foreign country is required).
- Training related to Interpretation or Translation preferred. During the hiring process, the interpreter attends LRC Orientation, Foundation Course for Professional Interpretation and other professional interpreter training classes.
- At least a year of work experience as an Interpreter preferred.
- Ability to understand a variety of instructions furnished in audio video media, written, oral, diagram, schedule or other form.
- Knowledge of and adherence to relevant professional code of ethics (NAD, ATA, CHIA, IMIA, NCIHC etc.) in the interpreting field required.
- Basic computer skills, internet access and reliable means of transportation required.
- For American Sign Language interpreters, certification from the Registry of Interpreters of the Deaf or the National Association of the Deaf preferred. State licensure to work as an ASL interpreter required.

#### *LRC Requires:*

- Interpreters must be Eligible to work in the United State
- Interpreters must pass language evaluation to prove he/she speaks target language and source language fluently.
- Criminal Background Clearance
- Interpreter goes through an Orientation/training that covers the basics of professional interpreting, LRC standards and assignment overview
- Interpreter completes client required trainings
- Interpreters will be then enrolled on LRC Level-1 (Foundations of Professional Interpretation for Health & Human Services), a training session which includes basic medical terminology, codes of ethics and role plays this training or similar should be completed at some point by the interpreter.
- Upon the successful completion of language evaluation, Orientation & Level-1 training, the interpreter may be qualified to be assigned for a first interpreting assignment in presence of a Quality Control Associate to observe and evaluate the performance. The interpreter will receive an evaluation report consisting of their strength and recommendations with guidance on things they need to work on to improve the quality of their work
- All Interpreters may be subject to random and extensive observation to ensure the Interpreter's level of professionalism is up to par with the current industry standard.

#### *LRC Hiring & Evaluation Process*

Interpreter department at Language Resource Center works closely with (QCT) Quality Control Team. A standard process to ensure our top quality service has been developed to continuously maintain the standard of our services.

- **Language Proficiency:** Demonstrate fluency in both American English and the paired language in both spoken and written forms through Oral & or Written testing.
- **LRC Orientation:** Upon hiring, interpreters must complete initial Orientation/training class that covers the basics of professional interpreting in health and human services,

clients' expectations, LRC standards and interpreting assignment overview. LRC Orientation also paves a way and prepares interpreters for Level-1 or higher level trainings.

- **Trainings:** interpreters are recommended to attend the Level I training (i.e. Foundation of professional interpretation for Health & Human services). Upon the completion of training, all the trainees are tested & evaluated based on the training curriculum including the national standards of health care interpreting. Interpreters also go through any additional clients required trainings.
- **Evaluation:** The first interpreting job assigned to our newly hired interpreters will be observed & evaluated by our QCA (or QC Team) under certain guidelines, standards and ethics of professional interpreting.
- **Observation & Quality Assurance:** All our active interpreters are randomly observed and evaluated for quality assurance purposes thereby providing them with productive feedback including strengths & weaknesses to work on. In addition to this, we periodically monitor our interpreters' performance and seek comments from our valued clients to maintain the standard of our services.
- **Participate On Ongoing Workshops:** Language Resource Center creates platform for the emerging as well as established interpreters providing opportunities to continuously maintain and upgrade their competency, education and experience by providing various professional trainings, workshops and seminars. Our professional career oriented workshops and trainings packages include:
  - Bridging The Gap Training
  - Ethical Decision Making for Interpreters Training
  - Interpreter Self Care: Balance and Boundaries Training
  - Introduction to Demand Control Schema Training
  - Introduction to Interpreting as a Profession Training
  - Level 2 Training
  - Level 3 Training
  - Mental Health Training
  - Translation Training
  - Work Analysis Tools Training
- **Maintaining Interpreters' Credentials:** Our web-based scheduling system is able to track and control all the interpreters dispatched for any assignment. It also maintains and reminds the date of expiration of the important documents that need continuous update or renewal. For example, if the date of expiration for a TB skin test is uploaded, the system provides a remainder for the renewal date of the TB Test before it gets expired. The system then blocks the interpreters whose documents need to be updated or renewed for any assignment until the particular document is renewed or updated.

The web-based system is also capable of creating exceptions for various credentials such as Immunization records, mandatory trainings, required certification, etc. The exception can be created manually for each interpreter in the system. These exceptions automatically restrict the interpreters who are missing a credential from being dispatched for any interpreting assignments until they are fulfilled. By this process, all our interpreters who are dispatched for interpreting assignments are in compliance with the required documents, trainings and credentials.

***Interpreter Qualification Summary: TRANSLATION:***

LRC recruits only native-speaking professional translators who are carefully selected, based on region & expertise, and who are checked personally for their language skills. We do not perform machine translations, only 100% human translations.

In summary, LRC has a very detailed and stringent credentialing process for language contractors. The recruitment and screening process includes:

- Overview
- Telephone Interview
- Contractor Information Worksheet
- Detailed Testing (Verbal & Written)
- Qualifying Process via Lead Interpreter in a Verbal Interview
- Independent Contractor's Agreement
- Role of the Professional Translator
- Code of Professional Ethics
- Statement of Neutrality and Confidentiality
- Orientation
- Continuous Evaluation

The first three (3) steps mentioned above provide an opportunity for the Translator Affairs staff to determine a given Translator's ability to provide services to our clients. This method of separating merely bilingual providers from competent translators has been found to be extremely effective. For example, those not found to be qualified during the telephone interview do not receive a Contractor Information Sheet, and those found not to meet minimum qualifications upon receipt of the Contractor Information Sheet are not tested, and so on through all the steps of the process.

LRC uses trained and tested contract translators who possess a high level of expertise. With the awareness that standards of skilled interpreting are fluid and subject to constant change in the industry, we encourage all of our translators to attend seminars, enroll in translating and language courses, and become as involved as possible with their language community so that their skills and understanding of the field of translating will continue to grow along with the industry.

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

*Phase 1:* Upon reception or pick up of the materials to translate, our translation team meets for an overview of the task and an assessment of the technicality, level of difficulty, and the field of expertise at stake. Based on the volume of the task, we split the team in order to do in a timely manner the ground research necessary for the actual composition of the text. We look for documentations, publications, and previous works in that specific field. It is also at this level that, as necessary, we involve the graphic designer and anybody else whose skills are needed for the completion of the job.

*Phase 2:* When we reconvene after the exploratory and investigative phase, again based on the volume of the task, we split the work among the team members or we assign it to one person with a specific deadline and an overseer. Though there are countless translation engines and software available now, at Language Resource Center we rely and trust more our human

translator than the machines. As far as Spanish is concerned, our translators are from different origins, so they tackle the work and solve the challenges with a broad understanding and clear awareness of the linguistic subtleties and regionalisms that sometimes make a significant difference.

*Phase 3:* Our translators focus on rendering the document in the target language as accurately as possible, with a particular attention to clarity, conciseness, and effective communication. In the process of crafting the message in the target language, every member of our translation team pays attention to details, while making sure that the communicative goal of the text is achieved. During the actual composition of the document in the target language, our team makes use of all the translation softwares that are available. Also, there is always open communication between all our team members, including the head translator; they consult each other, and cross-reference at will in order to clarify any hazy or questionable meaning that a Software might bring up. Definitely, the content and the intent of the documents are equally important for us to meet and possibly exceed the expectations of our customers

*Phase 4:* After the composition phase, the whole team meets to put together all the sections or segments that each member worked on. Then we proofread for typo errors, grammar correctness, sentence structure, and meaning accuracy. We also check very carefully charts and graphs, numbers and their accurate conversion into the target language (for example 10.5 in English will be 10,5 in Spanish). Once we finish with proofreading which might be longer or shorter due to the volume and technicality of the job, the next step is the most important one before mass-printing, if necessary or part of the contract.

*Phase 5: Ultimate Quality Control:* For us at Language Resource Center, quality control is extremely important. For an efficient quality control, we always print a few copies of the final product; some designated team members work with one or two qualified translators who did not have any prior contact with the project to check the adequacy of the target language document to the source language document; this quest for parallelism is absolutely necessary for fairness to the recipients because, unless otherwise instructed by the client, the norm is that the look, the design, the colors, the font types and sizes must be similar in both documents. This is what the quality control team focuses on. They scrutinize the finish product down to the pettiest details. Since these are mostly educational materials, the publication in both languages must look identical so that the Limited English Proficiency (LEP) readers or recipients do not feel discriminated against if their version of the same document looks different. At this level, all discrepancies found are corrected immediately.

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

All of our interpreters and call centers are located within the United States and our call center is headquartered in Charlotte, North Carolina.

**xii. Describe your continuity plan for unforeseen disasters.**

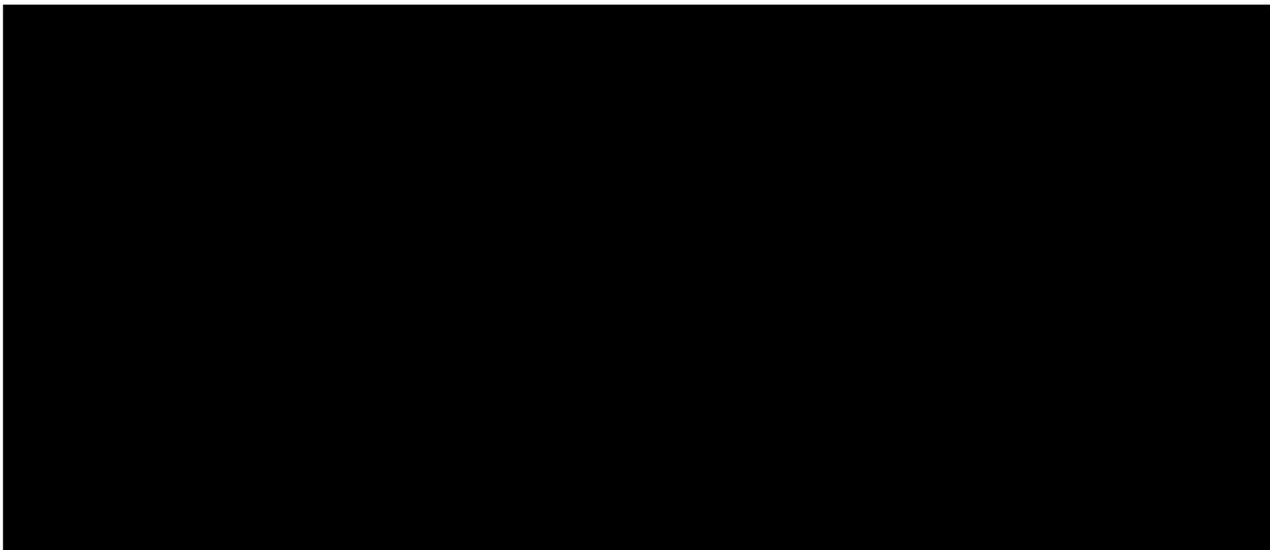
LRC has numerous power sources with backup generators guarding against power outages to natural disasters. Our scheduling platform has backup servers in different locations in the United States. A full copy of our Business Continuity plan is available upon request.

The purpose of the Business Continuation Plan Summary is to provide a brief overview of the actions that will be undertaken by Language Resource Center, Inc. in the event of a business interruption. LRC locations and web based software programs will allow seamless continuation of operations if an interruption occurs.

*Overview*

A business interruption event could result in a short term or long term interruption of operations for LRC. Whether it's a short term or long term interruption, operations will be restored and performed seamlessly at either the corporate or the regional offices.

- Business Interruptions Examples
  - Natural Disaster
    - Earthquake
    - Flood
  - Inclement Weather
    - Ice
    - Snow
    - Hurricane
  - Human Negligence
    - Oil Spell
    - Power Outage
  
- Continuation Plan Organization Chart



*Crisis Management Plan*

**A. Executive Management Team**

The LRC Executive Management Team is comprised of senior management members. The main function of this team is to declare a disaster (based on the recommendations of



the Crisis Management Team), determine funding requirements, and coordinate recovery efforts.

<u>Executive Management Team</u>	<u>Position</u>	<u>Contact: C-Cell</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**B. Crisis Management Team**

LRC Crisis Management Team is comprised of division/department managers and is responsible for assessing the condition of all operational divisions and reporting to the Executive Management Team.

<u>Crisis Management Team</u>	<u>Title</u>	<u>Department</u>	<u>Contact: C-Cell</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**C. LRC Key Personnel for Scheduling Department**

The following list identifies the key personnel at the LRC scheduling Department. This list identifies their personal or home phone numbers along with their pager numbers.

<u>Key Personnel</u>	<u>Contact: C-Cell</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*Business Resumption Plans*  
**A. Contingency Phases**

The contingency phases listed below will outline our plan of action of a business interruption occurs.

- ✓ Response Phase
    1. Gather the facts of the incident
    2. Assess impact of the event
    3. Determine the extent of the damage if necessary
    4. Determine length of time LRC and its customers will be affected
    5. Establish lines of communication
  - ✓ Resumption Phase
    1. Establish control center
    2. Notify business resumption team leaders
    3. Alert employees
    4. Notify affected customers
  - ✓ Recovery Phase
    1. Activate resumption plan
    2. Activate support teams
    3. Alert vendors and or suppliers as needed
  - ✓ Restoration Phase
    1. Communicate resumption status with staff and customers
    2. Debrief staff and customers of resumption issues and or future plans
- B. Critical Success Factors**
- ✓ Prompt notification from facility management companies
  - ✓ Support from our vendors and suppliers
  - ✓ Continued staff training and support

### *Division Business Recovery*

Recovery Process:

#### RECOVERY SHOULD FOLLOW THESE STEPS:

1. Assemble Available Personnel (Method: Group staff at disaster location)
2. Meet at Recovery Site: University Hilton Hotel, Charlotte, NC

#### Required Core Services and Servers

1. Phone service
2. Internet service
3. Web Based scheduling system
4. Computers/Laptops

#### Acceptable Down Times for Each Service

1. Phone service - less than 15 minutes
2. Internet service – less than 15 minutes
3. Scheduling system - less than 15 minutes
4. Computers/Laptops – less than 30 minutes
5. What is the maximum amount of time your network services can be down? (During a minor or major failure)? less than 30 minutes
6. What is the maximum amount of time your phone system can be down? less than 15 minutes
7. Could your operations go to half-staff during a failure (list by division, team or service)?  
yes

8. How long could you maintain production at half-staff? one month

*Disaster Scenario*

Scenarios and Scripts

This section contains several scenario forms. LRC constructs several scenarios to cover a variety of disasters, such as a major fire, a natural disaster (heavy rain, heavy snow, hurricane, tornado, earthquake, etc.), hardware failure, and bombing scenario.

The form comprises four major sections: Scenario Information, Announcement Section, Recovery Script, and Completion Information. Included in the Scenario Information section is a scenario number, scenario title, and disaster level. The scenario number is a counter that is incremented each time a new disaster scenario is written. The title indicates the type of disaster being planned for. And disaster level is an indicator that classifies the disaster into one of three major categories of destruction, low, medium, and high. Examples include:

Low	Medium	High
Computer Hardware Failure	Power Failure	Major Fire
	Phone/Internet Outage	Hurricane
		Tornado
		Earthquake
		Bombing

The next field is the Announcement field. This statement is prepared in advance and notifies customers, the public, and news media that a disaster has happened and what things are being done to fix the problems caused by the disaster. The final field of the scenario is the script, a step by step action plan outlining the steps necessary to relieve the disaster. These steps are completed by the disaster team. The steps have been identified and addressed in the Action Plan. The Plan is signed and dated with the completion date. A revision line is available to address modification to the script.

**SCENARIO INFORMATION**

SCENARIO No.: LRC-001

Disaster Title: Power Failure, Phone outage

Disaster Level: Medium

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**ANNOUNCEMENT**

Message to the Public:

Due to a power failure at our corporate headquarters, our office will be closed. The facility management team members are working diligently to restore power. You may contact LRC by using our toll free phone number (877-322-1244) or via e-mail [contact@languagerc.com](mailto:contact@languagerc.com).

Our offices will reopen on XXX, XX, 20XX

Thanks in advance for your cooperation

Sincerely,  
LRC Management

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## RECOVERY SCRIPT

1. LRC on-site staff will notify LRC Director of Operations of the power/phone outage.
2. LRC Director of Operations will transfer phones lines to the dedicated cell phone and or Manassas/Durham office.
3. LRC management team will notify LRC customers of the scenario as needed.
4. LRC Director of Operations will notify phone service provider of the power/phone outage.
5. Phone service provider will notify LRC Director of Operations when the power/phone service will be restored.
6. LRC Director of Operations will transfer phones back to corporate headquarters after power/phone service has been restored.
7. LRC management team will notify LRC customers once the power/phone system has been restored.

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## COMPLETION INFORMATION

Estimated Time from Beginning of Disruption to Restoration of Minimal Services: .5 Hours

Plan Completed (Date): 8/27/21 Revised (Date) : \_\_\_\_\_

By (Team Lead – Print and Sign): \_\_\_\_\_

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## SCENARIO INFORMATION

SCENARIO No.: LRC-002

Disaster Title: Major fire and natural disaster  
Disaster Level: High

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## ANNOUNCEMENT

Message to the Public:

Due to a fire at our Corporate Office, our office will be closed until further notice. The Language Resource Crisis Management Team will keep up updated with details via e-mail and phone as they become available. Our internal operations will continue to operate offsite in Charlotte and Durham North Carolina as well as Manassas, VA. If you have any questions or concerns, you may contact LRC by using our toll free phone number (877-322-1244) or via e-mail [contact@languagerc.com](mailto:contact@languagerc.com).

Thanks in advance for your cooperation

Sincerely,

LRC Management

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## RECOVERY SCRIPT

1. Facility Management Office (FMO) will notify LRC President & CEO as well as the LRC Customer Operations Manager of the restricted building availability.
2. FMO will provide LRC President and CEO with facility options.
3. LRC President & CEO will notify LRC customers of the scenario.
4. LRC Customer Operations Manager will notify Crisis Management Team members.
5. Crisis Management Team members will notify LRC staff and suppliers.
6. LRC Customer Operations Manager will transfer the phone lines to our Manassas office as needed.
7. LRC Customer Operations Manager will adjust staffing as needed to continue operations in Manassas.
8. FMO will notify LRC when the building will be operational or offer other facility options.
9. LRC will notify customers and staff members when the building will be operational.
10. Phones will be transferred back to the Charlotte office after the staff returns.
11. LRC staff and customers will be briefed at the conclusion of the interruption.

### COMPLETION INFORMATION

Estimated Time from Beginning of Disruption to Restoration of Minimal Services: .5 Hours

Plan Completed (Date): 8/27/21 Revised (Date) : \_\_\_\_\_

By (Team Lead – Print and Sign): \_\_\_\_\_

#### *Data Network Configuration*

Core Servers and Services Required

#### Required Core Servers and Services

1. LRC Server
2. Scheduling Portal
3. Translation Portal
4. Finance and accounting

#### Acceptable Down Times for Each Service and Server

1. LRC Server Less than two hours
2. Scheduling portal to be determined
3. Translation portal to be determined
4. Finance and accounting

#### *Division Desktop Hardware*

Machine configurations

#### Configuration #1 (Standard User)

Config #1	CPU	Memory	Hard Dr.	Monitor	Misc.	Quantity
Standard PCs	Intel	4 gb	320 gb	17"		15

#### Configuration #2 (Laptop)

Config #2	CPU	Memory	Hard Dr.	Monitor	Misc.	Quantity
HP	Intel	8 gb	400	15"		10

*Division Desktop Software and Applications*

Commercial Applications

Microsoft Office

Anti-Virus

Adobe

Quick Books

*Additional Division Resources*

Printers

Printer Model	Printer Name	Printer Desc.	Printer Queue	Server
Toshiba	Toshiba			
Xerox	Xerox			

*Fax Machines & Fax Numbers*

Machine Model	Volume (avg. # of faxes per day)	Phone Number	Description
Ring Central	5	704-208-4018	

*Voice Network Configuration*

1. Division Voice Hardware

• Phones

Phone Model	Quantity	Description
NEC	25	

2. Division Voice Lines

• Phone Lines

Phone Line Number	Use (voice, modem, fax, etc.)
704-464-0016	Voice – 8 lines

3. Division Voice Software

Product Name	Product Number	Version	Description
Tapit			Call Accounting

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

LRC has no previous litigation, bankruptcy, reorganization or state investigations of entity or current officers and directors.

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

LRC employees and interpreters complete annual training, testing, and certification for HIPAA.

For data security, we require mandatory password protection of all computers. Supervision is 24/7, with continual oversight of computer activity, and our corporate offices have restricted, security-card or punch-code access only. We maintain current certification for compliance with PCI Data Security Standards and we do not document, store, or process any customer data or

"personally identifiable information" (PII). Our Internal network access is protected by two-factor VPN authentication, multiple firewalls, & digital certification.

- 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?**

All sign language interpreters comply with the Registry of Interpreters for the Deaf, Inc. (RID) Code of Professional Conduct.

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

We maintain mirrored databases on secure internal servers. Our geodiversity enables us to provide uninterrupted service.

Our interpreters are required to promptly shred notes after each interpreting session and they are strictly bound by a signed Statement of Confidentiality and HIPAA agreement. We undergo monthly screening against exclusion lists, including OIG (Office of Inspector General), System for Award Management (SAM), and OFAC SDN (Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons). We reserve the right to randomly conduct on-site visits and/or video inspections of interpreters' work environments to verify they are compliant with industry standards, using approved equipment, and working from a secure office. In the rare event that an interpreter is found to be in violation of ANY security standard, we will immediately cease utilizing their services.

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.

Entity Name	Contact Name and Title	Phone Number and Email	City, State	Years Serviced	Description of Services / Volumes
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

xviii. Provide any additional information relevant to this section.

Not applicable, though please do let us know if you require additional information and we would be happy to provide it.

*a. References*

Confirmed, the Language Resource Center, Inc. has provided five (5) references in the response above. Please note, we are happy to provide additional references if required.





# Tab 5: Value Add

## Tab 5 – Value Add

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

Language Resource Center, Inc. provides interpretation services (on-site, over the phone, or by video remote) and translation services 24 hours per day, seven (7) days per week, year round. We provide interpretation services for foreign language and American Sign Language (ASL) to our clients, their employees, and their customers. At all times we strive to accurately and completely facilitate communication oral-to-oral, written-to-written, and written-to-oral / oral-to-written between all stakeholders maintaining the ideas, records, and concerns being expressed between languages.

We have implemented an unparalleled qualification process employing only experienced professionals with extensive backgrounds in linguistics, interpreting, translation, cultural mediation, ethics, and language evaluation. We guarantee that our interpreting services will be performed in a professional and collaborative manner by competent and knowledgeable interpreters.

In addition to the key advantages, efficiencies, and documented success detailed throughout this proposal, we are excited to prioritize Region 4 as a partner and provide unparalleled additional value in the following areas:

#### *Efficiency*

- LRC uses an innovative Smart Scheduling Platform to provide granular flexibility, accountability, and forecasting capabilities.
- LRC's dedicated Implementation Teams are ready to quickly collaborate with participant stakeholders and begin providing services well in advance.
- Resource allocation materials such as stickers, notes, badges, fliers, reference cards etc ... will be distributed to facilitate day to day communication efforts to assist end users effectively utilize and have access to our services.

#### *Accountability*

- LRC's President and CEO, Abdullahi M Sheikh, will be managing this project directly.
- The LRC Team will provide ongoing metric updates, customized to meet your needs.
- Constant communication channels will be created to ensure seamless collaboration at all times.

#### *Customized Invoicing*

- We are prepared to customize invoicing practices to meet your specific needs.

#### *Language Identification Services*

- For instances when the provider is unsure of the language that requires interpretation services, the LRC team can provide a language identifier tool.

#### **Competitive Range:**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Confirmed, LRC has reviewed and understands the requirement above.

**Past Performance:**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

Confirmed, LRC has reviewed and understands the requirement above.

**Additional Investigations:**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Confirmed, LRC has reviewed and understands the requirement above.

A 3D, white, embossed map of the world is centered in the background. The map shows the continents and is rendered with a slight perspective, giving it a three-dimensional appearance. It is set against a light blue gradient background.

# Tab 6: Additional Required Documents



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

NOTICE TO OFFEROR

**ADDENDUM NO. 1**

Solicitation Number 21-06

Request for Proposal ("RFP")  
by

Region 4 Education Service Center ("ESC")  
for

Interpretation and Translation Services and Related Solutions

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

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

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

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

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

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

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

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

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

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

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

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

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

**RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

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

Company Name Language Resource Center Inc.

Contact Person Abdullahi M Sheikh Abdullahi

Signature 

Date 05/27/2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**APPENDIX A**

**DRAFT CONTRACT**

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

**RECITALS**

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

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

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

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

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

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

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

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

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- 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.

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- 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

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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

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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.

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**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 Language Resource Center, INC  
Address 4801 E. Independence Blvd Suite 303  
City/State/Zip Charlotte, NC 28212  
Telephone No. (877) 322-1244  
Email Address [REDACTED]  
Printed Name Abdullahi M sheikh Abdullahi  
Title President/CEO  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. 21-06

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member \_\_\_\_\_ Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member \_\_\_\_\_ Date

\_\_\_\_\_  
Print Name

**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 confident 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.)*

08/27/2021  
Date

Archie President & CEO  
Authorized Signature & Title

<b>Page Number</b>	<b>Lines</b>	<b>Justification</b>
Page 3	Lines 22- 23	Personal Information
Page 11	Lines 27- 41	Trade Secret
Page 12	Lines 1- 41	Trade Secret
Page 13	Lines 1- 41	Trade Secret
Page 24	Lines 1- 41	Trade Secret
Page 27	Lines 25- 27	Trade Secret
Page 34	Lines 4- 17	Personal Information
Page 34	Lines 24- 25	Personal Information
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Page 118	Lines 1- 39	Personal Information
Page 119	Lines 1- 40	Personal Information
Page 120	Lines 1- 51	Personal Information
Page 121	Lines 1- 56	Personal Information
Page 122	Lines 1- 34	Personal Information
Page 123	Lines 1- 18	Personal Information
Page 124	Lines 12- 13	Personal Information

**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**

**Contact**

Language Resource Center, Inc

**Address**

4801 E Independence Blvd  
suite 303  
Charlotte NC 28212.

4801 E. Independence Blvd  
Suite 303  
Charlotte, NC 28212

**Official  
Authorizing  
Proposal**

**Phone**

(877) 322-1244

**Fax**

(704) 208-4018

  
**Signature**

Kadit Hussein

**Printed Name**

Accounting Manager  
**Position with Company**

  
**Signature**

Abdullahi M Sheikh Abdullahi

**Printed Name**

President/CEO

**Position with Company**



**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, Abdullah M. Sherich, as an authorized representative of

Language Resource Center, 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.

Abdullah M. Sherich  
Signature of Named Authorized Company Representative

8/27/2021  
Date

**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and \_\_\_\_\_ ("**Supplier**").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as **Exhibit A** and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "**Product**");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the

solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of

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being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

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12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

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18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

Language Resource Center Inc  
Attn: President  
P.O. Box 18066  
Charlotte, NC 28218

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.


23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the

parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

  
\_\_\_\_\_  
Signature  
Abdullahi M Sheikh Abdullahi  
\_\_\_\_\_  
Name  
President / CEO  
\_\_\_\_\_  
Title  
08/27/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector  
Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public



Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**

  
\_\_\_\_\_  
Authorized Signature  
Abdullahi M Sheikh Abdullahi  
\_\_\_\_\_  
Name  
President / CEO Language Resource Center Inc.  
\_\_\_\_\_  
Title and Agency Name  
08/27/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

  
\_\_\_\_\_  
Signature

Abdullahi M Sheikh Abdullahi  
\_\_\_\_\_  
Name

President / CEO  
\_\_\_\_\_  
Title

08/27/2021  
\_\_\_\_\_  
Date

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**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.

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**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.

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**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                     *Adell*                     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                     *Adell*                     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 Adell 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 Adell 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 Adell 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 Adell 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                     *Adell*                     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                     *Adell*                     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                     *Adell*                     Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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                     *Adell*                     Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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 ASL 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 ASL 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 ASL 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 ASL 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: Language Resource Center Inc.

Address, City, State, and Zip Code: 4801 E Independence Blvd Suite 303, Charlotte, NC, 28212

Phone Number: 704-464-0016 Fax Number:  
704-208-4018

Printed Name and Title of Authorized Representative:  
Abdullahi M Sheikh Abdullahi President / CEO

Email Address: [REDACTED]

Signature of Authorized Representative: ASL Date: 08/27/2021



## FEMA SPECIAL CONDITIONS

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

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

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

### **Conflicts of Interest**

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

### **Contractor Integrity**

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

### **Public Policy**

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

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

### **Affirmative Steps**

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

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

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

#### **Prevailing Wage Requirements**

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

#### **Federal Requirements**

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

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

##### **1. Termination for Convenience:**

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

##### **2. Equal Employment Opportunity:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

## 8. Debarment and Suspension.

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

### "Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

Version May 27, 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, Language Resource Center, 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

Abdullahi M Sheikh Abdullahi President / CEO

Name and Title of Contractor's Authorized Official

08/27/2021

Date

10. Procurement of Recovered Materials.

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

Version May 27, 2021

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

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

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

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

- b. Changes.

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

- c. Access to Records.

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

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

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller

General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

#### 12. DHS Seal, Logo, and Flags.

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

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

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

#### 14. No Obligation by Federal Government.

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

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

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

to this contract.”

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

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

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

Offeror’s Name:  
Language Resource Center Inc.

Address, City, State, and Zip Code:  
4801 E Independence Blvd Suite 303, Charlotte, NC, 28212

Phone Number: 704-464-0016 Fax Number:  
704-208-4018

Printed Name and Title of Authorized  
Representative: Abdullahi M Sheikh Abdullahi President / CEO

Email Address:

Signature of Authorized Representative:



Date: 05/27/2

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of**

**Organization:** Language Resource Center Inc.

**Organization**

**Address:** 4801 E Independence Blvd Suite 303, Charlotte, Nc 28212

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

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

**Part II**

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Abdullahi M Sheikh Abdullahi	[REDACTED]

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

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


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

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

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

**Part IV Certification**

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

Full Name (Print):	Abdullahi M Sheikh Abdullahi	Title:	President / CEO
Signature:		Date:	08/27/2021

DOC #2

**NON-COLLUSION AFFIDAVIT**

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



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to  
Version May 27, 2021

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



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

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

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Notary seal for Abdul Kadir M. Sheikh Abdullahi, Notary Public, and signature of the affiant.

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

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

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

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


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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Abdullah M. Sherif Signature:   
 Title: President & CEO Date: 08/27/2021  
Language Resource Center Inc.



DOC #7

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

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

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

DOC #9  
MCBRIDE-PRINCIPLES



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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-06

VENDOR/BIDDER: Learning Resource Center, Inc

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

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

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

**CHECK THE APPROPRIATE BOX**

- The Vendor/Bidder has no business operations in Northern Ireland; or
- OR**
- The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

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



Signature

Ardullah M. Sherech Abdullch

Print Name and Title

05/27/2021

Date

**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)
Tab 2 – Products/Pricing	Onsite interpretation Services	Replace “1/10th of an hour increments “ with “15 minute increments” for the final language.	
Tab 2 – Products/Pricing	Onsite interpretation Services	LRC requests that Region 4 ESC shall reimburse LRC for the actual expenses of any employee or agent of LRC that are reasonably incurred to fulfill such request for Services including, without limitation, meals, lodging, travel time and travel expenses. For this purpose, travel expenses shall be determined based on (i) the standard mileage rate issued by the Internal Revenue Service to calculate the costs of use of an automobile for business purposes at the time the requested Services are provided, and (ii) the distance to and from such employee or agent’s location at the time that he or she is dispatched by LRC to provide the Services and the location where the Services are provided.	

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For assistance, call:  
1-800-829-0115

Notice Number: CP261  
Date: June 22, 2009

Taxpayer Identification Number:  
26-4777425  
Tax Form:  
Tax Period:

051930.574507.0177.004 1 AT 0.357 532  
|||

LANGUAGE RESOURCE CENTER, INC



### Notice of Acceptance as an S Corporation

We have accepted your election to be treated as an S corporation beginning April 30, 2009. Your accounting period will end in December.

We would also like to take this opportunity to inform you of your tax obligations related to the payment of compensation to shareholder-employees of S corporations.

When a shareholder-employee of an S corporation provides services to the S corporation, reasonable compensation generally needs to be paid. This compensation is subject to employment taxes.

Tax practitioners and subchapter S shareholders need to be aware that Revenue Ruling 74-44 states that the Internal Revenue Service (IRS) will re-characterize small business corporation dividends paid to shareholders as salary when such dividends are paid to the shareholders in lieu of reasonable compensation for services.

The IRS may also re-characterize distributions other than dividend distributions as salary. This position has been supported in several recent court decisions.

If you have any questions about this notice or the action we have taken, please call us at the telephone number listed above. If you prefer, you may write to us at the address shown at the top of this notice. If you write to us, please provide your telephone number and the most convenient time for us to call so we can resolve your inquiry. Please return the bottom part of this notice to help us identify your case.

For tax forms, instructions and information visit [www.irs.gov](http://www.irs.gov). (Access to this site will not provide you with your specific taxpayer account information.)

**Business & Contact Information**

BUSINESS NAME	<b>Language Resource Center Inc</b>	
OWNER	<b>Abdullahi M. Sheikh</b>	
ADDRESS	<b>4801 E Independence Blvd. Suite 303 Charlotte, NC 28212</b>	<a href="#">Map This Address</a>
PHONE	<b>704-464-0016</b>	
FAX	<b>704-208-4018</b>	
EMAIL	<a href="mailto:billing@languagerc.com">billing@languagerc.com</a>	
WEBSITE	<a href="http://www.languagerc.com">http://www.languagerc.com</a>	
ETHNICITY	<b>Black American</b>	
GENDER	<b>Male</b>	

**Certification Information**

CERTIFYING AGENCY	<b>City of Charlotte</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFIED BUSINESS DESCRIPTION	<b>96117 Interpreter Services - Electronically Assisted - Foreign Language, Hearing Impaired, etc., (See Item 46 For Interpreter Services - Not Electronically Assisted) 96146 Interpreter Services, Foreign Language, Hearing Impaired, etc., (See Item 17 for Interpreter Services - Electronically Assisted) 96167 Sign Language Services for the Hearing Impaired (Inactive, please see commodity code 961-46 effective January 1, 2016) 96175 Translation Services, All Languages</b>

**Commodity Codes**

Code	Description
NIGP 96117	Interpreter Services - Electronically Assisted - Foreign Language, Hearing Impaired, etc., (See Item 46 For Interpreter Services - Not Electronically Assisted)
NIGP 96146	Interpreter Services, Foreign Language, Hearing Impaired, etc., (See Item 17 for Interpreter Services - Electronically Assisted)
NIGP 96167	Sign Language Services for the Hearing Impaired (Inactive, please see commodity code 961-46 effective January 1, 2016)
NIGP 96175	Translation Services, All Languages

**Additional Information**

AREAS OF SERVICE

**Other Services (Marketing, Staffing, Catering, etc.)**



North Carolina  
Department of Administration  
Office for Historically Underutilized Businesses

Machelle Sanders  
*Secretary*

Tammie Hall  
*Director*

August 26, 2019

Abdullahi Sheikh Abdullahi  
Language Resource Center Inc. (Minority Owned)  
P.O Box 18066  
Charlotte, NC 28218

Dear Abdullahi Sheikh Abdullahi:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at [www.sbtcd.org](http://www.sbtcd.org) for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

***Tammie Hall***

Tammie Hall  
Director

State of North Carolina Office for Historically Underutilized Businesses  
116 West Jones Street, Suite 4109 1336 Mail Service Center Raleigh, NC 27699 1336  
(919) 807 2330 T