

**Region 4 Education Service Center (ESC)**

**Contract # R210606**

*for*

Interpretation and Translation Services and Related Solutions

*with*

**Lionbridge Global Solutions II, Inc.**

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Lionbridge Global Solutions II, Inc. effective January 1, 2022:

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

**APPENDIX A**

**CONTRACT**

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

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R210606 for Interpretation and Translation Services and Related Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

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

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;



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

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

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

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

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

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

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

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

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

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

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

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

**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name Lionbridge Global Solutions II, Inc.  
Address 1050 Winter Street Suite 2300  
City/State/Zip Waltham, MA, 02451  
Telephone No. 781-801-2929  
Email Address John.Drugan@Lionbridge.com  
Printed Name John Drugan  
Title Government Sales Director  
Authorized signature *John Drugan*

**Accepted by Region 4 ESC:**

Contract No. R210606

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

*Margaret S. Bass* 10/26/2021  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
Print Name

*Linda Tinnerman* 10/26/2021  
Region 4 ESC Authorized Board Member Date

Linda F. Tinnerman  
Print Name





**REGION 4 EDUCATION SERVICE CENTER  
SOLICITATION NUMBER 21-06  
INTERPRETATION AND TRANSLATION SERVICES  
AND RELATED SOLUTIONS**

August 31<sup>st</sup>, 2021

John Drugan, Government Sales Director

[John.Drugan@Lionbridge.com](mailto:John.Drugan@Lionbridge.com)

781-801-2929

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

Please see enclosed within this tab for Lionbridge’s draft contract offer and contract signature form (Appendix A) as well as the terms and conditions acceptance form (Appendix B).



## Tab 2 - Products and Pricing

Pursuant to the instructions of the RFP, please see below for Lionbridge’s offered products and pricing to Region 4 Education Service Center. This section of Lionbridge’s proposal responds to and addresses the requirements found on Section IV., Section 2, Subsection A of the RFP document.

### i. Offered Pricing for all Services

In response to Region 4 Education Service Center’s RFP for Interpretation and Translation Services and Related solutions, Lionbridge offers the pricing for each of the below services. All pricing is set at not to exceed and will not require any additional software or products to access.

#### Telephone Interpretation Services

To promote further cost saving initiatives for Region 4 and increased flexibility on price, Lionbridge offers two different pricing models for telephone interpretation services. Depending on the anticipated language mix of requests, one pricing model may be more beneficial than the other for Region 4 ESC.

##### Telephone Interpretation: Model One

Language	Cost Per Minute
Spanish	\$0.60 per minute
All Other 380 Languages	\$0.70 per minute

##### Telephone Interpretation: Model Two

Language	Cost Per Minute
All Languages	\$0.63 per minute

#### Onsite Interpretation Services

Language	Cost Per Hour
Spanish	\$108 per hour
All Other Languages	\$134 per hour

#### Document Translation Services

Please note that Lionbridge can provide per word pricing for all other 380 offered languages upon request from Region 4 ESC. Below are Lionbridge’s offered prices for the RFP-listed languages.

Language	Cost Per Word
Spanish ES	\$0.17 per word
Chinese Simplified	\$0.11 per word
Chinese Traditional (Cantonese)	\$0.14 per word
French FR	\$0.21 per word
Japanese	\$0.27 per word
Korean	\$0.15 per word

Russian	\$0.15 per word
Vietnamese	\$0.15 per word
Armenian	\$0.19 per word
Cambodian	\$0.19 per word
German	\$0.21 per word
Haitian Creole	\$0.24 per word
Italian	\$0.18 per word
Polish	\$0.17 per word
Portuguese PT	\$0.18 per word
Tagalog	\$0.15 per word
Thai	\$0.14 per word
Arabic	\$0.18 per word
Program Management	10% of total project value

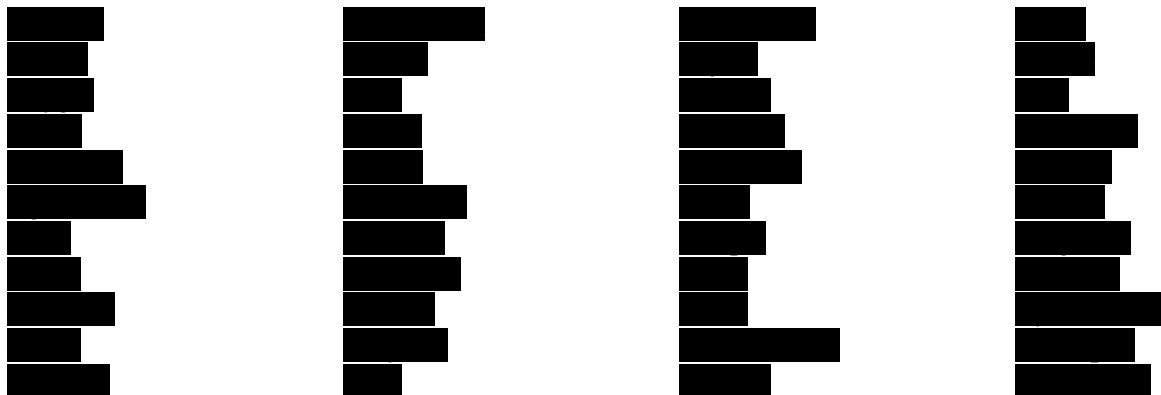
**Video Remote Interpretation Services**

Language	Cost Per Minute
Spanish	\$1.00 per minute
All Other Languages	\$1.75 per minute

**Languages Supported**

Please see below for all 380 languages offered by Lionbridge. Please note that the language list below are the languages that Lionbridge has available as of August 31<sup>st</sup>, 2021. If additional languages are required during the course of a contract with Region 4 ESC, Lionbridge will recruit and add additional resources.

Please note that this language list represents the largest list in the industry and will allow for Region 4 ESC to equitably serve as much of their population and LEP families as possible, regardless of the language spoken.



[REDACTED]

[REDACTED]

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

Lionbridge's full company name is Lionbridge Global Solutions II, Inc. and this proposal, dated August 31<sup>st</sup>, 2021 is in response to RFP 21-06 Interpretation and Translation Services and Related Solutions.

This information can be found within our Flash Drive submitted to the evaluation committee as well as the envelope label.

**iii. Is pricing available for all products and services?**

Lionbridge provides pricing for all requested products and services requested within the RFP document, including:

- Telephone Interpretation Services

- Onsite Interpretation Services
- Translation Services
- Video Remote Interpretation

Enclosed within the value-added tabs, Lionbridge also provides pricing and offered related services, which include:



**iv. Describe any minimum fees.**

The only service that requires a minimum charge is our on-site interpretation offering, which has a 2-hour minimum. All of Lionbridge’s remaining offered services do not have any minimum fees.

**v. Describe any shipping charges**

All of the offered services within this proposal are provided remotely, therefore shipping charges do not apply to the services provided by Lionbridge.

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

There are no charges for any applicable warranties on all interpretation and translation services provided by Lionbridge.

**vii. Describe any return and restocking fees.**

Return and restocking fees do not apply to the interpretation and translation services provided by Lionbridge.

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

In a continued effort to offer Region 4 ESC with cost-saving initiatives and flexibility with the proposed scope of work, Lionbridge offers Region 4 ESC volume-based discounts for over-the-phone utilization, as well as translation memory savings, which will reduce the per minute and per word cost for both services.

**Over the Phone Interpretation Discounts and Savings**

This discounted pricing, and the required utilization volume tiers, are listed in greater detail below.

Discount Tier	Required Monthly Volume (Minutes)	Discounted Price
Tier One	0 – 25,000	\$0.01 per minute
Tier Two	25,001 – 50,000	\$0.02 per minute
Tier Three	50,001 -	\$0.03 per minute

As an example of how this discount would work, if Region 4 ESC used 27,000 minutes of over the phone interpretation in one month, and they leveraged “Model One” pricing model, then they would be charged \$0.58 per minute for Spanish and \$0.68 per minute for all other languages.

**Document Translation Discounts and Savings**

<b>Translation Memory Savings Grid</b>	
New Words (<75%)	100% of new word
Fuzzy Match (75-99% Match)	66% of new word
Repetitions	33% of new word
100% match; reviewed	33% of new word
100% match & 101% match; no review required	No charge

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

To ensure that Lionbridge customers can verify they are receiving contract-standard pricing, your Dedicated Lionbridge Program Manager will provide a line-by-line breakdown of each service provided during the month and corresponding invoicing period. This report will include the per minute rate per call, per word rate for each project processed, the set contract rate, and any discount provided.

The information above, including historical invoices and detailed utilization reports, can also be accessed by Region 4 ESC via any of the online reporting portals described in greater detail below.

**x. Describe payment methods offered.**

Lionbridge can accept payment via credit card, ACH, wire transfer, check, P-card, and any other methods required by Region 4 ESC. Payment can also be made via Lionbridge’s online customer payment portal.

**xi. Propose the frequency of updates to the Offeror’s pricing structure**

The pricing for all services provided by Lionbridge is set at not to exceed and will not be increased throughout the course of a contract with Region 4 ESC.

Contingent on utilization and volume from Region 4 ESC, Lionbridge would be happy to consider discounts to pricing for some, or all, services.

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

The pricing for all services provided by Lionbridge is set at not to exceed and will never be increased throughout the course of a contract with Region 4 ESC. Additional work, more projects, for the services offered in this proposal will be charged at the same rates described above.

**xiii. Provide any additional information relevant to this section.**

Lionbridge has no additional information to add relevant to the section above.

## Tab 3 - Performance Capability

Pursuant to the instructions of the RFP, please see below for Lionbridge's performance capability for the requested services offered. This section of Lionbridge's proposal responds to and addresses the requirements found on Section IV., Section 2, Subsection B, of the RFP document.

### i. Response to Appendix D, Exhibit A, OMNIA Partners

Please see below for Lionbridge's detailed response to the requirements outlined within Appendix D, Exhibit A, Section 3: Supplier Response of the OMNIA Partners Response form.

#### 3.1. Company

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

As the world's largest language services corporation, Lionbridge has successfully provided interpretation and translation services to the public and private sector, including to public schools across the United States, for the last 35 years.

Since our founding, Lionbridge has grown to expand our language service offerings to include, but is not limited to some of the below:

- Document Translation
- Over-the-Phone Interpretation
- Video Remote Interpretation
- On-Site Interpretation
- Real-Time Text Translation
- Website Localization
- Content Testing
- Transcription
- Captioning

Generating over [REDACTED] in revenue during 2020, Lionbridge has the unique combination of financial stability, a vast depth of qualified language resources, and the requisite experience working with similar public schools [REDACTED] to support Region 4 Education Service Center throughout the course of a language services contract.

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

Lionbridge employs close to [REDACTED] throughout the company across some of the below locations within the United States:

- Waltham, Massachusetts (Lionbridge's Headquarters)
- New York City, New York
- Columbus, Ohio
- Bellevue, Washington
- Boise, Idaho

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

Lionbridge has [REDACTED] United States support and operational employees across a number of offices throughout the country. This includes some of the below locations:

- New York City, New York
- Waltham, Massachusetts (Lionbridge's Headquarters)




- Columbus, Ohio
- Bellevue, Washington
- Boise, Idaho

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

Lionbridge has generated estimated annual sales over the last three fiscal years:



Lionbridge Global Solutions II, Inc.'s 

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

Lionbridge is proud to bring environmentally friendly jobs, skills, and revenue to communities across the globe. The unique business model of our language service offering is helping define a new global micro-economy that works locally with community-based businesses. Through our cloud-based workflow systems, Lionbridge enables thousands of small and home-based translation businesses across the United States and the world, allowing them to fully participate in global trade while maintaining their local community life.

Within our own offices, Lionbridge also believes deeply in corporate social responsibility to our environment and well-being. Each of our facilities in all 27 countries is encouraged to (1) get involved in the well-being of its local community, and (2) safeguard the health of the earth we work so hard, as a company, to interconnect. Corporate-wide facility efforts include systematic energy conservation; pro-active recycling; flex-time plans, as well as car and vanpooling to reduce our impact on transportation systems.

At Lionbridge it is our policy to consciously dispose of un-required equipment and other operational waste material in a safe and environmentally friendly way by employing a recognized third-party professional waste management company in all of the countries we operate. This includes recycling, energy efficiency, and hardware disposal programs. We allow employees to work remotely to eliminate carbon emissions and greenhouse gases.

Additionally, Lionbridge is proactively working to establish our baseline carbon emissions to gain an accurate understanding of our environmental impacts. Once this process is complete, our Corporate Social Responsibility Committee intends to develop a policy that addresses these – and identify additional – areas that require specific attention and promotes environmental sustainability across our business.

Lionbridge's Corporate Social Responsibility Committee (CSRC) is responsible for monitoring Lionbridge's performance, risk and corrective action related to our commitment to corporate social responsibility across a range of topics, including environmental impact and sustainability initiatives. The CSRC has the authority to assess risk, to provide oversight to corrective action and to report to the Chief Executive Officer annually regarding the state of Corporate Social Responsibility at Lionbridge.

In Q3 2021, Lionbridge participated as a first-time responder to the 2021 reporting cycle for CDP, a not-for-profit organization that administers a global disclosure system for investors, companies, cities, states and regions to manage their environmental impacts (<https://www.cdp.net/>). Lionbridge responded to the CDP's Climate Change questionnaire, which involved collecting global emissions data in order to estimate our carbon footprint according to the Greenhouse Gas (GHG) Protocol. Lionbridge is in the process



of reviewing the results to further understand our environmental impacts, identify opportunities to reduce our emissions and promote environmental sustainability across our business.

Lionbridge has a comprehensive equipment recycling program with conscious disposal of equipment and other operational waste material in a safe and environmentally friendly way employing a recognized third-party professional waste management company. Additionally, we allow employees to work remotely to reduce carbon emissions and greenhouse gases. At the individual and site level, employees are encouraged to undertake local community improvement initiatives or support important causes through our Volunteer Day program, which allows them to take one paid day per year to conduct volunteer activities during regular working hours.

Lionbridge has also implemented comprehensive Sustainable Purchasing Guidelines that involve reviewing each potential vendor's Sustainability Policy as part of their RFP responses, ensuring all key procurement decisions and actions are considered and determined by a cross-functional team of in-house specialists to drive sustainable outcomes and reviewing sustainability agendas in supplier performance reviews where applicable.

**F. Describe any diversity programs or partners supplier does business with and how participating Agencies may use diverse partners through the Master Agreement.**

Lionbridge has a 30-year history of executing interpretation and translation service contracts on the federal, state, and local level of government that have small-business or historically underused business participation requirements.

[REDACTED]

[REDACTED]

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

Lionbridge Global Solutions II, Inc. does not hold the business class certifications listed within the RFP.

**H. List any relationships with subcontractors or affiliates intended to be used when providing services**

Lionbridge will provide this entire scope of work without the use of any subcontractors or affiliates.

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

For the last 30 years, Lionbridge has been trusted by government entities on the federal, state, and local level, including public schools across the country, to provide mission-critical interpretation and translation services in over 380 languages to help ensure an equity of access to public resources.

The strength of Lionbridge's ability to execute the scope of work and our unique differentiators, includes but is not limited to:

[REDACTED]

[REDACTED]

### **Customizable Interpretation Process**

One of the key benefits of Lionbridge’s interpretation platforms is that your Lionbridge Account Manager can provide a hand-tailored and customized process for the Region 4 ESC team and OMNIA Partners participating entities. Lionbridge offers an extensive number of customizations available, at no cost to OMNIA Partners

Customized features of our call flow include, but are not limited to, the below:

[REDACTED]

### **Vast Pool of Government Linguists**

[REDACTED]

[Redacted]

In addition to the testing process that all interpreters must undergo, Lionbridge's team of interpreters also have

[Redacted]

**Decades of Relevant Government and Public-School Experience**

As a result of Lionbridge's ability to consistently execute this scope of work on a high level, Lionbridge's team has been trusted by government and public-school districts across the United States for the last 30 years.

Lionbridge's team currently provides this scope of work to some of the below similar school districts.

School District	State	Number of Enrolled Students
[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]	[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]

For the OMNIA Partners team, this means that Lionbridge has not only the requisite experience, but has the infrastructure and skill set to support this agreement.

**Industry-Leading Technology Platforms**

The technology that Lionbridge utilizes to deliver our language services will ensure OMNIA Partners that, regardless of any emergency, public health crisis, or disaster, our interpretation services will continue to be provided without any lapse in coverage. In fact, both the Department of Homeland Security and the Federal Emergency Management Agency (FEMA) have trusted Lionbridge to provide over the phone interpretation during emergency or natural disaster scenarios.

[REDACTED]

[REDACTED]

These tools ensure that OMNIA Partners is able to monitor key performance indicators, the utilized language mix, usage trends for both services, and other metrics on how OMNIA Partners has leveraged their contract with Lionbridge.

**Technology Innovations**

With over 35 years of experience executing this scope of work, Lionbridge’s team is uniquely familiar with the pain points and struggles of other language service providers providing remote interpretation services and we have adapted accordingly. In recent years, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Financial Stability

Lionbridge profitably generated over [REDACTED] in revenue in 2020. This financial strength and stability demonstrated that a language service contract with Lionbridge would provide OMNIA Partners with a partner that has the requisite infrastructure and ability to invest in any technology, infrastructure, or resources needed to execute this scope of work.

### Languages Available

Offering the single largest available language list in the industry, Lionbridge can provide interpretation services to OMNIA Partners in over 380 different languages, including a wide variety of rare or indigenous languages that would otherwise be difficult to fulfill including languages, such as:

[REDACTED]

The result for OMNIA will be able to competently and equitably serve all residents and families, including the communities who may speak languages of lesser diffusion.

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

Lionbridge has no pending litigation, bankruptcy, or reorganization.

### K. Felony Conviction Notice

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

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

Lionbridge has no debarment or suspension actions taken against us.

## 3.2. Distribution, Logistics

### A. Describe the full line of products and services offered by supplier.

As a leader in the language service industry, Lionbridge has been offering public and private sector partners an entire suite of both interpretation and translation services, including the below service offerings:

- Telephone Interpretation
- Document Translation
- Video Remote Interpretation
- Virtual Interpretation
- On-Site Interpretation
- Website Localization
- Video Localization
- Software Localization
- Testing Services

### B. Describe how supplier proposes to distribute the products/service nationwide.

With the exception of on-site interpretation, all of Lionbridge's provided services (over the phone interpretation, document translation, video remote interpretation, etc.) to OMNIA Partners will be provided

remotely from interpreters based within the United States via our cloud-based technology platforms. As a result, there are no limitations to where users can receive our services, regardless of their location.

Lionbridge will also be able to provide on-site interpretation coverage for all of the United States, including U.S. Territories and Outlying Areas.

**C. Describe how Participating Agencies are ensured they will receive the Master Agreement Pricing**

All of Lionbridge's services received under the Master Agreement are provided directly through, and managed by, Lionbridge's Dedicated Program Manager for OMNIA Partners and Participating Agencies without the aid of any retail stores, in-store locations, or distributors.

Furthermore, to ensure that Lionbridge customers can verify that they are receiving contract-standard pricing, your Dedicated Lionbridge Program Manager will provide a line-by-line breakdown of each service provided during the month invoicing period. This report will include the per minute rate per call, per word rate for each project processed and more.

The information above, including historical invoices and detailed utilization reports, can also be accessed by OMNIA Partners via any of the online reporting portals described in greater detail below.

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

Lionbridge does not use other companies during the processing, delivering, or shipping of any of our offered services.

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

Lionbridge leverages a network of over 10,000 linguists located in both brick-and-mortar offices and virtual call centers across the United States to execute this scope of work.

**3.3. Marketing and Sales**

**A. Lionbridge's 90-Day Implementation Plan**

Lionbridge's Program Management team intends on implementing and kicking off a contract with OMNIA within one week of award, as is stated within our 90-day plan below.

This plan includes our CEO's acknowledgment that the OMNIA contract is the corporate go-to market strategy for the public sector, a cobranded public corporate announcement, and the training and education of our sales team.

**B. Lionbridge's 90-Day Marketing and Sales Campaign**

As a contract holder with OMNIA Partners, Lionbridge's full marketing and government sales team would be responsible for the immediate "land-and-expand" campaign to ensure that we are approaching agencies across the country.

Pursuant to the request of the RFP, Lionbridge's 90-day marketing and sales campaign for a proposed contract with OMNIA Partners is found in greater detail below. Please note that this is our proposed plan, and would be more than receptive to any feedback, commentary, or suggestions from the OMNIA Partners team.

REGION 4 EDUCATION SERVICE CENTER  
 SOLICITATION NUMBER 21-06: INTERPRETATION AND TRANSLATION SERVICES  
 AUGUST 31<sup>st</sup>, 2021

Phase	Action	Timeframe	Proposed Activity	Responsible Party
Phase One: Contract Award	Contract Award	Upon Contract Award	Lionbridge awarded by Region 4 ESC/OMNIA for new Contract	Region 4 ESC / OMNIA
	Marketing and Sales Team Kick-Off	1 day following award	Lionbridge sales and marketing team connect to discuss new contract. CEO to attend	Lionbridge Program Manager (John Drugan)
	Corporate Contract Award Announcement	2 days following award	Lionbridge announces via all social media outlets and website (Facebook, Twitter, LinkedIn, Instagram, etc.) that we are a newly awarded OMNIA Partners vendor. To include formal cobranded press release	Lionbridge Social Media Team (Michael McKenzie)
Phase Two: Marketing Initiatives	OMNIA-Lionbridge Landing Page Generation	2 days following award	Lionbridge Program Manager meets with IT team to discuss creating internal landing page, within Lionbridge's website. To include co-branded material, link to OMNIA, pricing, contact information	Lionbridge Program Manager and IT team (John Drugan and Giancarlo Mora)
	Identify Ad Space and Provide Collateral to Trade Publications	Within 15 days of award	Lionbridge to identify industry trade organizations and publications to provide collateral in for the duration of contract	Lionbridge Marketing Team (Mike McKenzie)
	Social Media and Database Awareness Campaign	5 days following award through 90 days	Lionbridge's social media team will begin advertising OMNIA landing page and Lionbridge OMNIA marketing collateral through social media channels as well as to all OMNIA Partners	Lionbridge Social Media and Marketing Teams (Mike McKenzie and Cynthia Stephens)



REGION 4 EDUCATION SERVICE CENTER  
 SOLICITATION NUMBER 21-06: INTERPRETATION AND TRANSLATION SERVICES  
 AUGUST 31<sup>st</sup>, 2021

	Online Targeted Ad Campaign	5 days following award through 90 days	Lionbridge to purchase targeted ads on Google, Twitter, Facebook, and more to advertise Lionbridge-OMNIA Contract	Lionbridge Social Media and Marketing Teams (Mike McKenzie and Cynthia Stephens)
<b>Phase Three: Sales Initiatives</b>	Sales Team Kick-Off	1 day following award	Lionbridge sales team to connect regarding contract and assign roles and territories	Lionbridge Director of Sales (Susan Gryder)
	Outreach to Existing Cooperative Customers	2 days following contract award	Lionbridge Program Managers will reach out to public sector clients and advise them of a new contract	Lionbridge Program Management team
	Outreach and Sales Campaign Begins	2 days following award	Lionbridge sales team will begin dividing OMNIA participating entities list, and begin a sales sequence through Outreach	Lionbridge Sales Team
	Sales Campaign	2 days following award through 90 days	Lionbridge sales team will continue with sales sequence to existing OMNIA customers that will include emails with marketing collateral, links to OMNIA website, as well as follow up calls to those who opened or clicked the email	Lionbridge Sales Team
	Weekly Sales Meeting	Every Monday morning	Lionbridge Director Sales will meet with Lionbridge sales team to discuss progress on campaign, provide an update on click rates, meetings, booked opportunities, and areas of improvement	Lionbridge Sales Team



<b>Phase Four: Schedule On-Going Contract Expansion Practices</b>	Schedule National Sales Conferences	15 days after award	Lionbridge’s team will begin identifying potential conferences, industry groups, and events to participate in with OMNIA	Lionbridge Sales Team
	Schedule Monthly OMNIA Contract Meeting	15 days after award	Lionbridge Program Manager will work with OMNIA representative to schedule a routine meeting to discuss marketing/sales efforts and contract growth status	Lionbridge Sales Team and OMNIA Team

**C. Describe how Supplier will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through OMNIA Partners.**

Lionbridge does not currently participate in any other cooperative contracts.

As part of our marketing and sales outreach, Lionbridge’s team will advise existing public agency customers of its participation on the OMNIA Partners cooperative contract and direct them to applicable information on the advantages of the contract.

**D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners**

Lionbridge acknowledges to provide our logo to OMNIA Partners and provide permission for reproduction of our logo in any marketing communications or promotions. Lionbridge also agrees to not use the OMNIA logo unless granted explicit approval from OMNIA.

**E. Confirm Supplier will be proactive in direct sales of Supplier’s goods and services.**

All sales and marketing initiatives undertaken by Lionbridge under an OMNIA contract will be overseen by Lionbridge employees. As the above 90-day marketing and sales plan notes, Lionbridge sales campaign and marketing collateral will focus on the key selling points of our contract including the public negotiation, the procuring agency, the pricing, free to participate, and the non-exclusivity.

**F. Confirm Supplier will train its national sales force on the Master Agreement.**

As part of the 90-day sales and marketing plan detailed above, within one week of contract award, Lionbridge’s Program Manager will begin a series of trainings for our Business Development Representatives (BDRs) that will introduce the OMNIA contract. This training will include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- 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 contract management**

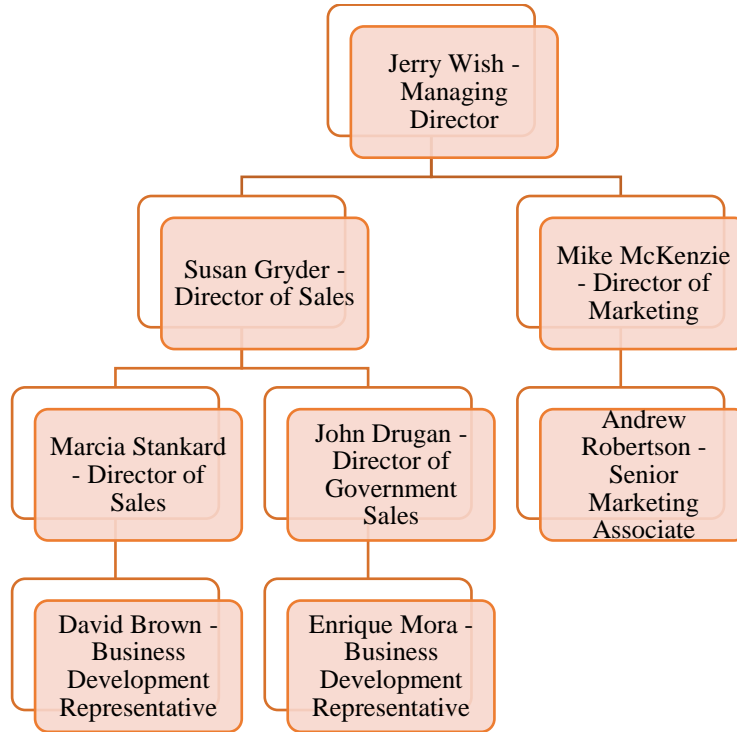
As a benefit for OMNIA Partners, and our participating partners, Lionbridge provides a small-business level of attention, coupled with the resources and support of the industry’s largest corporation. Pursuant to the request of the RFP, please see below for the key personnel managing this contract with OMNIA.

Role	Name	Title	Email	Phone Number
[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.**

Lionbridge’s national sales force is structured to provide the support, attention, and focus required to continue to expand this contract. The team below is a tentative structure, aimed at the exclusive marketing and selling of the OMNIA contract lead by [REDACTED]

Please see below for a tentative organizational chart responsible for marketing and selling our OMNIA Partners contract.



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

As detailed in our 90-day plan above, throughout the course of a contract Lionbridge’s sales team will conduct weekly or bi-weekly meetings to discuss sales progress and expansion under our OMNIA contract. The meeting, lead by Susan Gryder, will have each member of the sales team highlight key performance indicators of sales efforts during the prior week.

Key performance indicators for our sales team will include:



**J. Explain in detail how Supplier will manage the overall national program**

As is detailed in our 90-day plan above, Lionbridge’s OMNIA Program Manager, John Drugan, will establish a cadence of monthly meetings with OMNIA to discuss sales reports, expansion efforts, feedback, and areas of improvement.

**K. State the amount of Supplier’s Public Agency sales for the previous fiscal year**

Public Agency Name	Previous Fiscal Year Spend	Key Contact at Lionbridge
[REDACTED]	[REDACTED]	David Clegg
[REDACTED]	[REDACTED]	David Clegg

[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	John Drugan
[REDACTED]	[REDACTED]	David Clegg
[REDACTED]	[REDACTED]	David Clegg

**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.**

As a [REDACTED], Lionbridge has no limitations regarding order management, capacity of services provided, and are routinely trusted to execute this scope of work for public sector entities across the United States.

**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”).**

Lionbridge anticipates the following annual minimums:

[REDACTED]

**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.**

Lionbridge will agree to inform contracting officers on new solicitation of the existence and advantages of the OMNIA Partners contract.

Lionbridge takes exception to this language in Exhibit A: Response for National Cooperative Contract and requests to negotiate this clause upon award.

**ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award.**

Please see attached within Tab 6 of this proposal for Lionbridge’s signed and completed Appendix D, Exhibit B.

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

Please see attached within Tab 6 of this proposal for Lionbridge’s signed and completed Appendix D, Exhibit F and Exhibit G.

**iv. Describe how Offeror tracks and bills for provided services**

Lionbridge tracks utilization of interpretation services through the use of a unique 8-digit PIN or the designated login for VRI or translation portal. Each department within Region 4 ESC using Lionbridge’s services will be assigned a PIN or the login unique to that department and can either be billed individually or under one account.

When the Region 4 ESC department calls Lionbridge, they will be asked for their PIN, and then proceed through the IVR menu. On the back end, our IVR system captures this data and provides our team with the ability to share usage reports and invoices with the time, date, duration, language, department, cost, connection time, and more for each call.

Lionbridge retains complete flexibility with regards to invoicing and reporting and can provide bills and usage reports for Region 4 ESC to match any requirements from the contract management team.

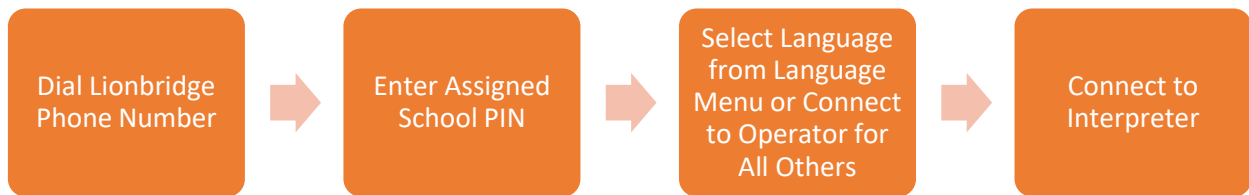
**v. What is Offeror’s process for ordering services and how the users are connected to the interpreter? Describe Offeror’s travel policy and include rates.**

**Telephone Interpretation**

Lionbridge’s offered over the phone interpretation platform will provide Region 4 ESC with an on-demand, as-needed, and completely customizable tool to connect teachers and staff to non-English speaking families in over 380 different languages, within less than 10 seconds on average.

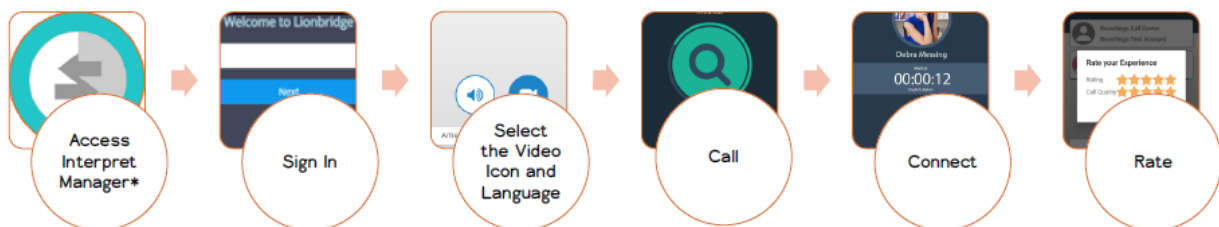
Partnering with Lionbridge, Region 4 ESC would benefit from the most flexible and customizable call flow in the language service industry to connect teachers with interpreters.

An example of a standard call flow process that could be leveraged by Region 4 ESC schools is illustrated below. Please note that this is completely flexible and customizable and customization features are reflected on page 13 of this proposal.



**Video Remote Interpretation Services**

Lionbridge’s video remote interpretation services can be accessed by Region 4 ESC through either any smart device or through any webcam capable computer. The step-by-step process to access an interpreter via video is found below.



Step One:

- Download the Interpret Manager App
- Or visit <https://lionbridge.interpretmanager.com>

Step Two:

- Sign in using your assigned Lionbridge credentials

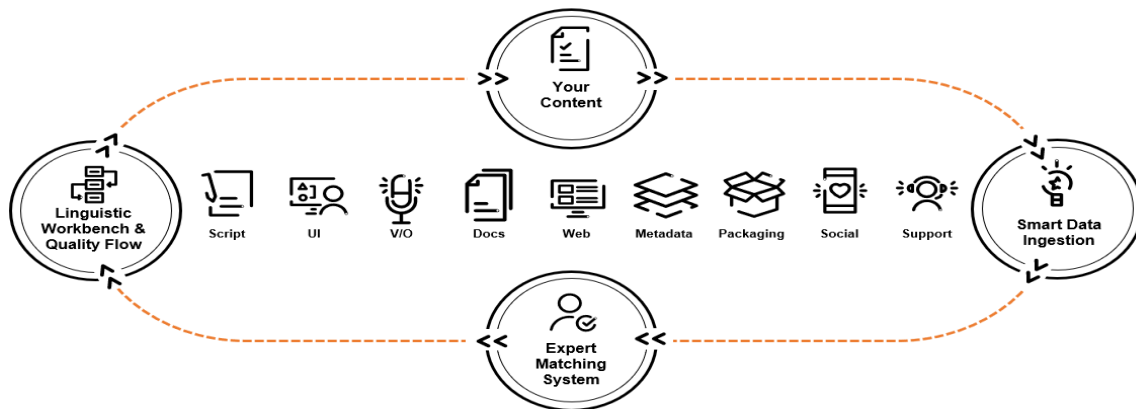
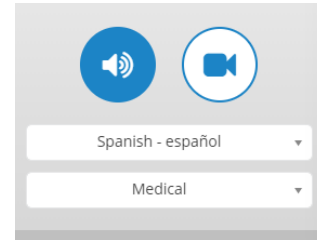
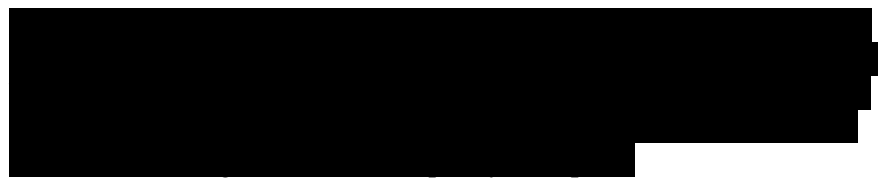
Step Three:

- Select language and click “Call”

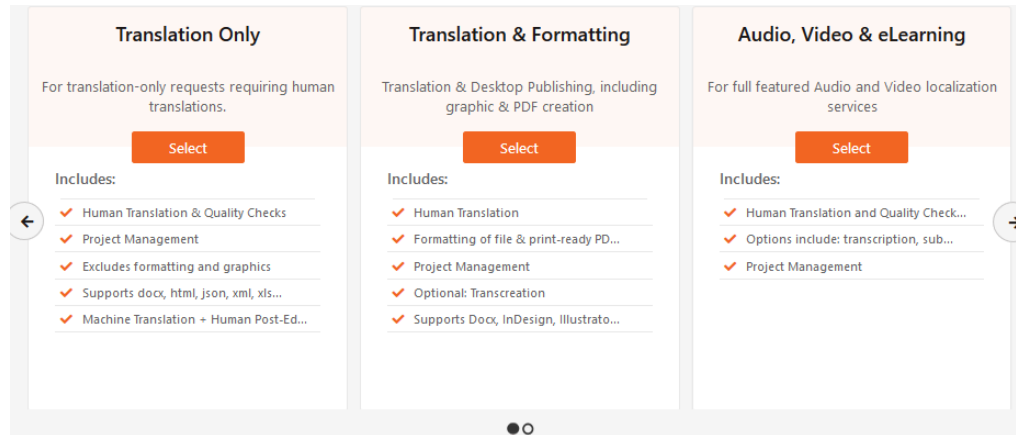
Step Four:

- Connect with interpreter on screen

Document Translation







### On-Site Interpretation

Lionbridge’s on-site interpretation services for Region 4 ESC can be accessed by contacting your Dedicated Program Manager directly via email, phone, or fax. The process for scheduling sessions is found below:

- Region 4 ESC teacher or staff contacts Lionbridge and provides
  - Date/Time
  - Language
  - Duration
  - Location of session
- Lionbridge begins sourcing request and identifying interpreter
- Lionbridge identifies an interpreter and provides assignment information
- Lionbridge confirms with Region 4 ESC and provides interpreter contact information

### vi. Describe Offeror’s correction plan for errors.

Lionbridge’s Dedicated Program Manager is tasked with consistent monitoring and evaluation of a contract with Region 4 ESC.

Identifying deficiencies or errors throughout the course of a contract will be noted by the Program Manager and will be brought to the attention of Region 4 ESC immediately. A remediation plan will be provided to Region 4 within 24 hours.

A more detailed example of our correction plan and contract management plan for Region 4 ESC is found below.

### vii. Describe Offeror’s ability to meet service.

As part of our robust quality control and contract management plan, it will be your Lionbridge’s Program Manager’s responsibility to consistently monitor key performance indicators of our contract with Region 4 ESC and members of our key operations teams to respond appropriately so that we serve the Education Center as best as possible.

Throughout the course of the contract, it is your team’s primary responsibility to ensure complete satisfaction and confidence in our ability to provide all requested services.

The key performance indicators that our Program Manager monitors for, and our operations teams act upon, are found below. This list is not exhaustive but does include key components of how Lionbridge measures the success and customer satisfaction on our interpretation and translation service contracts.

[Redacted text]

Performance Standard	Lionbridge’s Expected Performance Standards	Mechanisms to Ensure Standards are Met	Responsible Party(s)
Average Connection Time	[Redacted]	[Redacted]	[Redacted]
Fulfillment Rate and Language Coverage	[Redacted]	[Redacted]	[Redacted]
Dropped Call Rate	[Redacted]	[Redacted]	[Redacted]
Interpreter Accuracy and Quality	[Redacted]	[Redacted]	[Redacted]
Call to Complaint Ratio	[Redacted]	[Redacted]	[Redacted]
Hold Time	[Redacted]	[Redacted]	[Redacted]
Translator Glossaries and Resources	[Redacted]	[Redacted]	[Redacted]



<b>Timely Complaint Resolution</b>			
<b>Program Management</b>			
<b>Confidentiality</b>			

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

**Program Management Model**

As part of our dedicated, laser-focused customer service, [REDACTED]

David Clegg will oversee all aspects of your language services contract, verify interpretation quality, language coverage, and provide any requested project reports or invoices as requested. Lionbridge will also provide a secondary Program Manager, a 24/7/365 available customer support line, live online assistance, and direct access to the entire account management team described above.

Region 4 ESC’s assigned Program Manager David Clegg has [REDACTED]

[REDACTED]. He has served in various positions on Lionbridge’s government interpretation contracts– from operations coordinator to team lead to Operations Manager and Program Manager – giving him the depth of experience and knowledge about providing excellent service for government clients. He has consistently received excellent reviews from our customers, including high ratings on Lionbridge’s contract with the U.S. Department of Homeland Security, with the following comments:

*“Mr. Clegg was always a step ahead to ensure that each office that required weekend interpretation was accommodated ... the contractor has promptly notified COR and/or the contracting office in a timely and favorable fashion regarding any issues of an urgent nature.”*

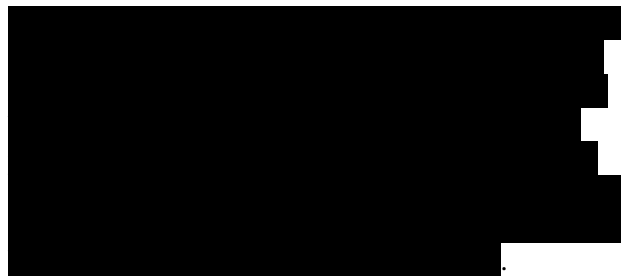
### Complaint Resolution Process

Although our team takes every measure necessary to prevent customer complaints, we do understand that complaint resolution and communication of any service issues is a critical aspect of executing this scope of work. As such, we provide our clients with the ability to submit complaints, criticisms, or comments in a variety of ways, and have them be resolved in a timely, efficient, and professional manner.



*"I really appreciate the concern and attention to our feedback. What excellent service! It means a great deal to us that we are able to share our feedback and have it looked into. Generally in the service industry we just don't hear that kind of follow up."*

*- Lionbridge government customer*



The unique value of the CCDB is that it builds in accountability and immediate escalation. It also allows Lionbridge management to create and monitor reports of issues over time, gain insight into trends, and take corrective action. Results of corrective action will be reported back to Region 4 at scheduled meetings or, in the case of urgent issues, immediately by the Program Manager.

**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.**

Lionbridge invoices our customers on a monthly basis, with a net 30 payment terms, unless requested otherwise by Region 4 ESC. Before the 5<sup>th</sup> of the month, Lionbridge will provide Region 4 ESC with an invoice containing the detailed charges for each service rendered during the month.

Lionbridge accepts all types of payment forms including ACH, wire transfer, credit card, check, or whatever form is required by Region 4 ESC and can be processed via our online customer payment portal.

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

As soon as a contract is finalized between Region 4 ESC and Lionbridge, your assigned Program Manager will work with the Region 4 ESC team to ensure that the accounts to receive all services are customized and hand tailored to Region 4 ESC's specifications.

The account creation and customization process will typically take less than 24 hours and can be accessed by the Region 4 ESC team immediately.

The below chart helps outline our team's responsibilities bringing Region 4 ESC from contract signing, to a go-live date.

Implementation Activity	Responsible Party
-------------------------	-------------------

Contract Award	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Free Training Offered to Region 4 ESC**

As part of the on-boarding process described above, Region 4 ESC’s Program Manager is responsible to provide training material and training sessions to your team to ensure that all teachers and staff know how to access all our offered services.

During the on-boarding process, your Program Manager will work with the appropriate contract or procurement team to coordinate a series of in-person, on-site, Skype, or over the phone training, in addition to customizing and distributing the physical training material below.

The training material and personnel training sessions provided by Lionbridge would be offered to any and all users under an agreement, as many times as requested. Training sessions will be coordinated by your Program Manager during the onboarding process and can be requested again by contacting the Program Manager directly.

There will be no fee involved for any electronic or hard copy training material provided to the or for any in-person or on-site training.

- Language Lists
- Point to Your Language Posters
- Detailed User Manual
- How to Get the Most of your Interpreter

- How to Use Lionbridge’s Portals
- Access Code Cards

### **In-Person, Over-the-Phone, or Webinar Training**

Lionbridge’s dedicated Program Manager and your entire account management team will be available to conduct any combination of on-site, over-the-phone or webinar training on how to access Lionbridge’s services during the on-boarding phase and as-needed throughout the course of an agreement.



The trainings will be conducted by one or two members from Lionbridge’s team and will typically run anywhere from 30 to 45 minutes in length. The training will instruct callers on how to access a Lionbridge interpreter, troubleshooting user errors, how best to work you’re your interpreter, and a brief background on the qualifications and background of your Lionbridge interpreters.

Following the presentation, our team will leave additional time afterwards to answer any questions from staff on our services, linguists, qualifications, and more.

### **Lionbridge Language List**

Lionbridge offers the single largest available language list in the industry, and part of our training material includes a PDF representing all 380 available languages offered for telephonic interpretation services. This PDF is most commonly laminated, or in poster form, and is hung up in public office spaces for staff to have visibility to the languages covered.

### **Point to Your Language**

The “Point to Your Language” poster is most commonly used in interpretation sessions where there is an LEP individual in-person who speaks no English or cannot otherwise identify his/her language. In this situation, the LEP person would be given this poster, and they would point to the language they required interpretation, and Region 4 ESC would dial Lionbridge to request this language.

This poster is meant for the public and to publicly state that interpretation services are available at no cost to the public. This can be customized to reflect the top languages of Texas, at no additional fee.

### **User Guide**

This customized training guide shows Region 4 callers the step by step process to access Lionbridge’s interpretation services. This guide will be customized by Lionbridge’s Program Manager and can be provided in PDF or hard copy form.

Most customers prefer business card sized handouts or laminated sheets of their user guide, and Lionbridge’s Program Manager will accommodate the format that is most preferred.

### **How to Get the Most of Your Interpreter**

Lionbridge offers training material that gives Region 4 ESC’s best practices and tips on how to make the most of their interpretation experience with Lionbridge. While our standard document includes recommendations like to eliminate background noise or to address the LEP person directly, this material could be customized to include agency-specific recommendations.

**Online Reporting Tool Trainings**

An integral part of the Lionbridge service package is the variety of online reporting tools offered to clients. In addition to screensharing and on-site training, Lionbridge will provide all staff who have access to these portals with their own InterpBridge and Dashboard training manuals.

These manuals will include how to login, pull reports, view specific data metrics, and troubleshooting. In addition, the Program Manager will be available to answer any questions about how to use these tools.

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

As a [REDACTED] per year leader in the language service industry growing almost 20% year over year, Lionbridge has the financial stability and requisite infrastructure to support Region 4 ESC throughout the course of a language service contract.

**xii. What technology is your organization utilizing to ensure quality?**

The technology, experience, and processes that Lionbridge utilizes for its telephonic interpretation services will ensure Region 4 ESC that regardless of any emergency, public health crisis, or disaster, our interpretation services will continue to be provided without any lapse in coverage. In fact, both the Department of Homeland Security and the Federal Emergency Management Agency (FEMA) have trusted Lionbridge to provide over the phone interpretation in emergency or natural disaster scenarios.

[REDACTED]

[REDACTED]

[REDACTED]

Furthermore, all authorized Region 4 ESC personnel will be notified immediately at the moment of an outage via email, voicemail, and SMS message if required. They will have the option to be notified when the issue has been resolved, and when there is a root cause analysis to provide.

**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.**

In addition to invoice and utilization reports provided by your dedicated Program Manager on a regular or scheduled basis, Lionbridge also offers customers like Region 4 ESC with the ability to track their utilization of Lionbridge's services online through two different online portals, both in real-time.

As part of the Lionbridge service package, the Region 4 ESC will have access to our proprietary real-time reporting portals: the Lionbridge's Dashboard and InterpBridge. Providing a user-friendly experience, both InterpBridge and the Lionbridge Dashboard enable customers to manage their accounts with Lionbridge, view usage trends, real-time data, languages utilized, all available 24/7/365.

Through both online portals, county departments, and the Region 4 ESC contract manager will have self-service access to comprehensive analysis of usage data, and a variety of search and report features. Content of reports and metrics include data summaries by user, division, or department, as well as call details such as language, date, time, requestor, connect time, and length of call.

Please note that these accounts can be provided for both individual departments and for the County contract manager across all of Sacramento. Additional details on both available reporting portals are below.

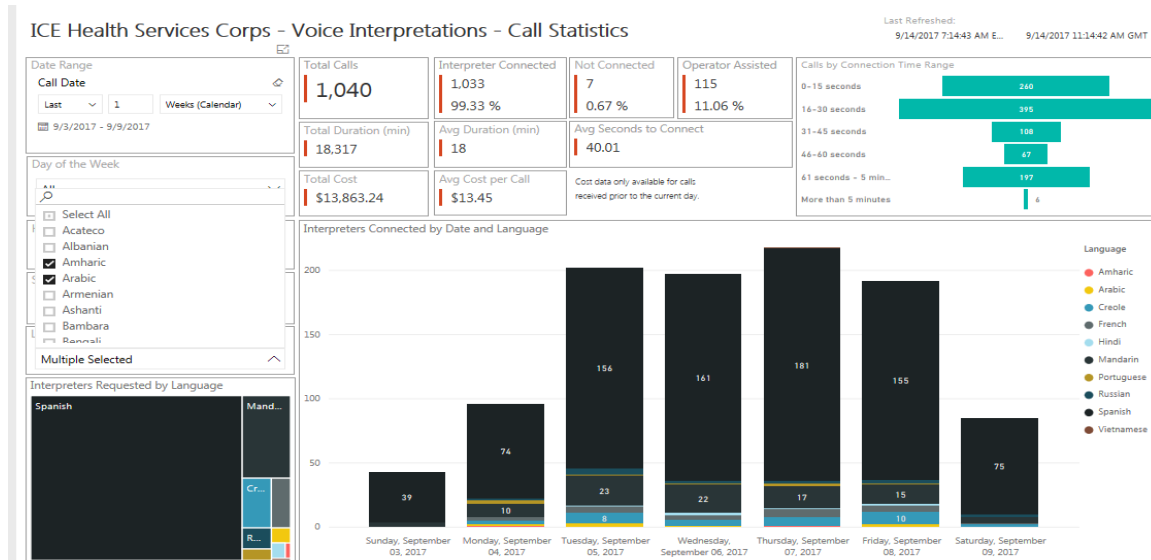
**Real-Time Reporting Tool #1: Lionbridge Dashboard**



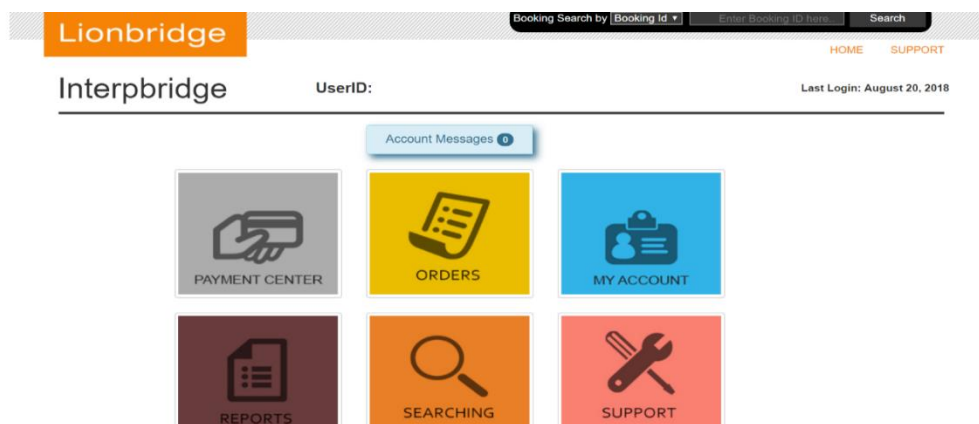


**REGION 4 EDUCATION SERVICE CENTER  
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AUGUST 31<sup>st</sup>, 2021**

An example of Lionbridge’s online reporting dashboard for one of our customers is seen below.



**Reporting Tool #2: Lionbridge InterpBridge**



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

Lionbridge has no further information relevant to this section to add

## 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.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- ii. Describe Offeror’s reputation in the marketplace.

As a direct result of our continued success within the language service industry executing this scope of work, Lionbridge has been consistently recognized within the market for the high caliber of interpretation



services. Per the request of the RFP, please see below for a selection of recently given industry awards and membership in the following organizations:

[REDACTED]

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

Lionbridge has a 30-year reputation and history of providing interpretation and translation services that connect government entities and public schools with non-English speaking in over 380 languages.

We build bridges from public resources to the public, regardless of the language spoken. Some examples and testimonies of how we have helped similar school districts to Region 4 ESC, as well as other government agencies, with our language services can be found within this section:

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 AUGUST 31<sup>st</sup>, 2021

*“Luis was FANTASTIC!!! He went above & beyond, making sure the communication between myself and the client was clear. As I explained each step I was taking in the process, he in turn translated it back to keep her stress low. Luis was able to keep her well informed of the process steps, which was key, and he did it in spades! Wish I could get him more often!”*

-Healthcare provider in Washington State

**Jennifer Efflandt** @JenEfflandt

I encourage all @pvschools staff to use Lionbridge when calling our @ppsdMLLs families. They provide immediate over the phone interpretation in over 350 languages! If you don't know your school pin, contact your MLL coach, coordinator, or TL!

**Angelica Infante** @AlnfanteGreen · Sep 16  
 In RI, we are ensuring that LEAs are identifying and attending to the needs of MLLs in the immediate- and long-term. We are encouraging LEAs to foster collaborative environments where they get to know their MLL families. #EdHomeroom twitter.com/Hunt\_Institute...

10:05 PM · Sep 16, 2020 · Twitter for iPhone

2 Retweets 17 Likes

**Yanaiza Gallant** @YanaizaGallant · 16h  
 Replying to @JenEfflandt @pvschools and @ppsdMLLs  
 Looooooooooooooooooooo Lionbridge!!!

*“I wanted to let you know that I received very positive feedback today from one of our Public Health Supervisors regarding Lionbridge. She said that your staff have been excellent to deal with – very professional and patient.”*

-Healthcare provider in Wisconsin

*“I have been using your services for a few years, but very regularly over the past year since our school shut down. Last week I had the pleasure to have Marlon as my interpreter. I found him very easy to work with. He spoke slowly and clearly on both sides of the call. He made sure both myself and the person on the other end understood what was being said. Of all the interpreters I've spoken with across a variety of languages, I thought Marlon was*

**Watson Elementary School** @frps\_Watson · 14m

Virtual parent/teacher conferences @frps\_Watson! @FR\_Educators using @Lionbridge to communicate in any language via @google parent/teacher conference meets! ❤️ #WatsonRocks! #Anything2ReachOurParents!



*“Interpreter was outstanding, very thorough and took time to make sure the CL understood everything explained. He also was very helpful when I asked him to clarify certain points. I feel he really helped me provide excellent customer service to the CL and resolve their concern.”*

-Healthcare provider in Washington State

**Grace Wai** @drgracewai

Principal McKeigue Cruz uses new on demand telephone translation service called @Lionbridge to communicate with a parent in Vietnamese. @AdamsSchoolBPS @BostonSchools @BPS\_OEL @LPerille @MDriscollBPS @danobrien155 @BPSTechnology



2:14 PM · Sep 6, 2018 · Twitter for Android

*the best to work with - and you have a lot of great interpreters! He was kind, helpful, and did a great job!"*

-Public School District in Massachusetts

*"Allison was very professional and helped me convey to the client about Medicare coverage and having Medicaid during Covid 19. I needed to call the client back. Fortunately I got Allison again and explained everything and she so kindly called the client from her end and explained even more information that I gave her. I believe she needs to be recognized for helping me provide my customer with important details about his Medicare & Medicaid programs. Thank you Allison you are a wonderful interpreter!"*

-National Medicaid Provider

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

As required by the RFP, see below for the education and experience of Lionbridge's key personnel, including the required training and certification process that all interpreters must undergo.

Please note that the key personnel listed below are currently Lionbridge employees working on contracts of similar size and scope.

---

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

---

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

**Other Similar Government Customers**

Please see below for a selection of other similar government customers to Region 4 ESC on the federal, state, and local level of government also receiving language services from Lionbridge’s team.

Customer and Market Vertical	Description of Services Provided
<i>Federal Government Entities</i>	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]








**Lionbridge Government and K-12 Experience Case Studies**

Lionbridge’s government team has developed a long and respected track record of successfully providing interpretation and translation services to school districts across the country and enabling teachers and staff to connect with LEP families. In short, Lionbridge has been trusted by districts across the United States to provide meaningful equal access to school resources for LEP families, regardless of the language spoken.

Please see below for the most recent and relevant examples of how Lionbridge has been able to assist similar school districts connect with their LEP families by leveraging our telephonic interpretation services.



[Redacted]

**Watson Elementary School** @frps\_Watson · 14m  
 Virtual parent/teacher conferences @frps\_Watson! @FR\_Educators using @Lionbridge to communicate in any language via @google parent/teacher conference meets! ❤️ #WatsonRocks! #Anything2ReachOurParents!



Example of Teachers Using Lionbridge During Google Meet Parent Teacher Conferences

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Performance Metric		Lionbridge Performance	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted text block]

MLL Parent Teacher Conferences



I just wanted to share some good news about parent conferences. With the help of Lionbridge (which has opened lines of communication) and families at home I was able to meet with 100% of our MLL families. We had conferences in English, Spanish, Portuguese, Arabic and Chinese. So exciting to connect with so many amazing families!!

*Review of Lionbridge's Services Leveraged by Teacher communicating with LEP families.*

**Jennifer Efflandt** @JenEfflandt

I encourage all @pvdschools staff to use Lionbridge when calling our @ppsdMLLs families. They provide immediate over the phone interpretation in over 350 languages! If you don't know your school pin, contact your MLL coach, coordinator, or TL!

**Angelica Infante** @AlfanteGreen · Sep 16  
 In RI, we are ensuring that LEAs are identifying and attending to the needs of MLLs in the immediate- and long-term. We are encouraging LEAs to foster collaborative environments where they get to know their MLL families. #EdHomerom twitter.com/Hunt\_Institute...

10:05 PM · Sep 16, 2020 · Twitter for iPhone

2 Retweets 17 Likes

[Redacted text block]

*Parent Teacher Conferences*

Performance Metric	Lionbridge Performance
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text block]



Kristen Almonte  
@KristenAlmonte

Lionbridge made it easier than ever to communicate with families at conference time! ✓

4:57 AM · Dec 8, 2020 · Twitter for Android

2 Likes



[Redacted text block]

[Redacted text block]

Languages Covered by Lionbridge		Native Speakers (Estimated)	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

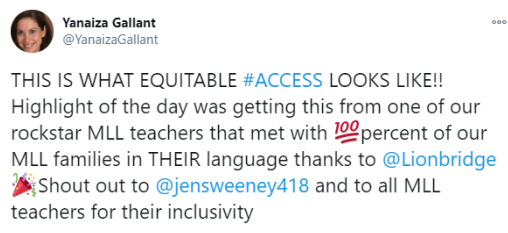
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[Redacted text block]

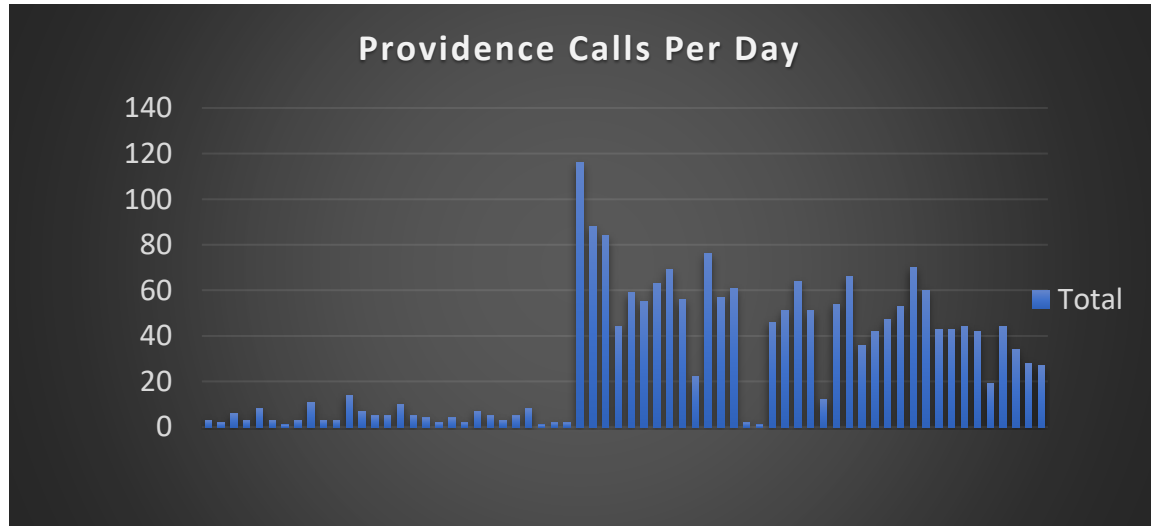
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[Redacted text block]



[Redacted text block]

[Redacted text block]



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[Redacted]

[Redacted]

[Redacted]



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

In the US, Enterprise, Consumer and Life Sciences teams hold ISO certifications under a common Quality Management System based on SharePoint. Since October 2017, the system used by the US is the multi-site Life Sciences Quality Management System, which was originally developed for Life Sciences.

[Redacted]

[Redacted]

[REDACTED]

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

Lionbridge leverages the talents of both contracted and employed linguists in an effort to ensure that our clients have the availability and access to the most skilled linguists in the world.

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

In 35 years of experience executing this scope of work to our government clients, Lionbridge's recruitment and resourcing teams have developed a thorough recruitment, initial testing, and training protocol that allows us to maintain the language service industry's largest network of qualified linguists.

Lionbridge's existing pool of linguists have worked within the government and educational interpretation field on an average of over 5.5 years and, while many of our interpreters do possess certifications from outside language service organizations, we require them to go through our process because it ensures that everyone receives the same training in any language spoken.

Lionbridge's interpretation qualification process described below was created in coordination with language service industry experts from industry organizations such as the American Translators Association, Interagency Language Roundtable, and more.

**Baseline Requirements**

Prior to undergoing Lionbridge's proprietary screening and testing process described below, our quality assurance and recruitment team screens each interpreter application to ensure that they meet all of the following baseline requirements:

[REDACTED]

**Subsequent Screening and Skills Testing**

For the candidates who successfully meet the baseline requirements outlined above, Lionbridge's recruitment team will then administer a screening that verifies the candidate's language skills qualifications and includes an English abilities test. Following completion of this screening, the candidates must then undergo Lionbridge's interpretation test – administered in all languages, not just the most common ones – which verifies a candidate's skills in both English and the non-English language, as well as interpretation skills. Lionbridge test verifies an interpreter's ability to speak fluently in both English and the target language.

[REDACTED]





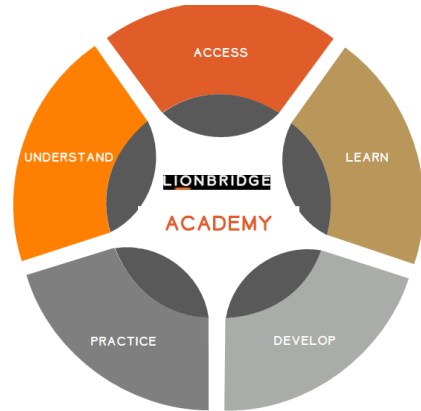
[REDACTED]	✓
[REDACTED]	✓
[REDACTED]	✓

**Interpreter K-12, Educational, and Special Education Training**

[REDACTED]

[REDACTED]

[REDACTED]



**Interpreter Quality Monitoring**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Lionbridge has established a framework of processes to drive superior linguistic quality, as we believe that end-quality is not guaranteed through implementation of a single review or quality process step. Therefore, we have integrated a series of quality checks and reviews within our workflows to ensure that we maintain the highest quality standards throughout the process, regardless of schedule pressure or specific technical process requirements. This integrated approach to quality is necessary to uncover potential issues as they occur, rather than later when they can cause expensive rework and schedule delays.

Lionbridge’s linguists are carefully chosen for their level of education, their professionalism, their experience and their ability to render the text in their native language without altering the meaning.

Lionbridge has specific SOPs that refer to the evaluation and hiring of linguists and then every project follows strict Linguistic Quality processes which include:

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

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[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

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

The technology, experience, and processes that Lionbridge utilizes for its telephonic interpretation services will ensure Region 4 ESC that regardless of any emergency, public health crisis, or disaster, our interpretation services will continue to be provided without any lapse in coverage. In fact, both the Department of Homeland Security and the Federal Emergency Management Agency (FEMA) have trusted Lionbridge to provide over the phone interpretation in emergency or natural disaster scenarios.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Lionbridge has no ongoing litigation, bankruptcy, reorganizations, or state investigations that would have any material or adverse impact on our ability to execute this scope of work.

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

As a provider of language services to federal, state, and local government entities across the country, Lionbridge actively maintains complete and full compliance with HIPAA requirements.

Maintaining confidentiality and compliance with HIPAA requirements represents Lionbridge's highest priority on our government and K-12 industry contracts. From an operational/process perspective, absolutely no calls are recorded or stored from Lionbridge's team. Lionbridge interpreters are prohibited from recording or storing any customer information interpreted during a call.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 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?**

At this time, Lionbridge's video remote interpreters are compliant with the Registry of Interpreters for the Deaf requirements.

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

From an operational/process perspective with regards to video and over the phone interpretation, absolutely no calls are recorded or stored from Lionbridge's team. Lionbridge interpreters are prohibited from recording or storing any customer information interpreted during a call.

From a personnel perspective, in an effort to maintain confidentiality and protect all PHI and PII, Lionbridge interpreters must pass an OFAC background check screening, undergo a rigorous Ethics and Protocol Test, agree to our code of conduct, successfully pass our internal medical training and certification process, and sign our Business Associates Addendum (BAA) all before starting with Lionbridge.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

xvii. **Provide a minimum of 5 customer references relating to the products and services within this RFP.**

Per the request of the RFP, please see below for a selection of Lionbridge’s references who would be willing to speak on our behalf who have received similar services to those requested within the statement of work.

Entity Name	[Redacted]
Contact Name	[Redacted]
Contact Title	[Redacted]
Contact Phone	[Redacted]
Contact Email	[Redacted]
City and State	[Redacted]
Years Served	[Redacted]
Description of Services	[Redacted]
Annual Volume	[Redacted]

Entity Name	[Redacted]
Contact Name	[Redacted]
Contact Title	[Redacted]
Contact Phone	[Redacted]
Contact Email	[Redacted]
City and State	[Redacted]
Years Served	[Redacted]
Description of Services	[Redacted]
Annual Volume	[Redacted]

Entity Name	[Redacted]
Contact Name	[Redacted]
Contact Title	[Redacted]
Contact Phone	[Redacted]
Contact Email	[Redacted]
City and State	[Redacted]
Years Served	[Redacted]
Description of Services	[Redacted]
Annual Volume	[Redacted]



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AUGUST 31<sup>st</sup>, 2021

Entity Name	[REDACTED]
Contact Name	[REDACTED]
Contact Title	[REDACTED]
Contact Phone	[REDACTED]
Contact Email	[REDACTED]
City and State	[REDACTED]
Years Serviced	[REDACTED]
Description of Services	[REDACTED]
Annual Volume	[REDACTED]

Entity Name	[REDACTED]
Contact Name	[REDACTED]
Contact Title	[REDACTED]
Contact Phone	[REDACTED]
Contact Email	[REDACTED]
City and State	[REDACTED]
Years Serviced	[REDACTED]
Description of Services	[REDACTED]
Annual Volume	[REDACTED]

Entity Name	[REDACTED]
Contact Name	[REDACTED]
Contact Title	[REDACTED]
Contact Phone	[REDACTED]
Contact Email	[REDACTED]
City and State	[REDACTED]
Years Serviced	[REDACTED]
Description of Services	[REDACTED]
Annual Volume	[REDACTED]

Entity Name	[REDACTED]
Contact Name	[REDACTED]
Contact Title	[REDACTED]
Contact Phone	[REDACTED]
Contact Email	[REDACTED]
City and State	[REDACTED]
Years Serviced	[REDACTED]
Description of Services	[REDACTED]
Annual Volume	[REDACTED]

xviii. Provide any additional information relevant to this section.

Lionbridge has no additional information to add relevant to the section above.

## Tab 5 – Value Add



### LIONBRIDGE SERVICES



LANGUAGE SERVICES	GLOBAL MARKETING	ENGINEERING & TECH PUBS	TESTING SERVICES
Translation and localization	Digital operations management	Engineering support	Consulting offerings
Language quality assurance	Global content solutions	Technical publications	Managed QA services
Software and app translation	Global digital production	Training and eLearning development	Mobile app and web technology testing
Machine translation	Global search		Product certification testing
Multimedia, eLearning & Video localization	Global social media		Traditional QA
Interpretation	Localization and transcreation		Linguistic and functional testing

LIONBRIDGE

## Tab 6 – Additional Required Documents

Pursuant to the request of the RFP, please see attached within this proposal for the additional required documents, including:

- Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Appendix C, Doc #1)
- Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- Appendix D, Exhibit B, OMNIA Partners Administration Agreement
- Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- Signed and Acknowledged Addendum #1

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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

**OPEN RECORDS POLICY**

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

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

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

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

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

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

The information redacted in this proposal are proprietary and confidential, contain trade secrets, and would be harmful to Lionbridge if released.

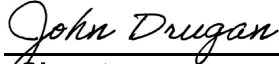

8/24/2021  
\_\_\_\_\_  
Date

*John Drugan* Government Sales Director  
\_\_\_\_\_  
Authorized Signature & Title

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

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

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

<b>Company</b>	Lionbridge Global Solutions II, Inc. _____ _____ _____	<b>Contact</b>	 _____ <b>Signature</b> John Drugan _____ <b>Printed Name</b> Government Sales Director _____ <b>Position with Company</b>
<b>Address</b>	1050 Winter Street Suite 2300 _____ Waltham, MA, 02451 _____ _____	<b>Official Authorizing Proposal</b>	 _____ <b>Signature</b> Susan Gryder _____ <b>Printed Name</b> Director of OPI Sales _____ <b>Position with Company</b>
<b>Phone</b>	781-801-2929 _____		
<b>Fax</b>	781-434-6034 _____		



## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

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

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

#### **Filing Process:**

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

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

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

#### **Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

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

**Texas Government Code 2270 Verification Form**

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

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

I, John Drugan, as an authorized representative of

Lionbridge Global Solutions II, 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.

*John Drugan*

Signature of Named Authorized Company Representative

8/24/2021

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 JD 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 JD 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 JD 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 JD 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 JD 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 JD Initials of Authorized Representative of offeror

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

(EPA)

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

Does offeror agree? YES                     JD                     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                     JD                     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                     JD                     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                     JD                     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

Version May 27, 2021

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 JD Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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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 JD Initials of Authorized Representative of offeror

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

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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 JD Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

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**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: Lionbridge Global Solutions II, Inc.

Address, City, State, and Zip Code: 1050 Winter Street Suite 2300, Waltham, MA, 02451

Phone Number: 781 801-2929 Fax Number:  
781-434-6034

Printed Name and Title of Authorized Representative:  
John Drugan, Government Sales Director

Email Address: John.Drugan@Lionbridge.com

Signature of Authorized Representative: John Drugan Date: 8/25/2021

## **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)



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, Lionbridge Global Solutions II, 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**

John Drugan Government Sales Director

**Name and Title of Contractor's Authorized Official**

8/25/2021

**Date"**

10. Procurement of Recovered Materials.

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

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

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

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-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 Lionbridge Global Solutions II, Inc.

Address, City, State, and Zip Code:  
1050 Winter Street Suite 2300, Waltham, MA, 02451

Phone Number: 781 801 2929 Fax Number:  
781-434-6034

Printed Name and Title of Authorized  
Representative: John Drugan Government Sales Director

Email Address:  
John.Drugan@Lionbridge.com

Signature of Authorized Representative:  
8/25/2021

*John Drugan* Date:

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

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

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

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** Lionbridge Global Solutions II, Inc. \_\_\_\_\_

**Organization Address:** 1050 Winter Street Suite 2300, Waltham, MA, 02451 \_\_\_\_\_

**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
H.I.G. Capital	1450 Brickell Avenue 31st Floor Miami, FL 33131 USA

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

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

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

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

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

**Part IV Certification**

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

Full Name (Print):	John Drugan	Title:	Government Sales Director
Signature:	<i>John Drugan</i>	Date:	8/25/2021

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.



**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, John Drugan residing in  
Arlington (name of affiant)

(name of municipality)  
in the County of Arlington and State of  
Virginia of full age, being duly sworn according to law on my oath depose  
and say that:

I am Government Sales Director of the firm of  
Lionbridge Global Solutions II, Inc.  
(title or position) (name of firm)

Lionbridge Global Solutions II, Inc. the bidder making this Proposal for the bid

entitled RFP 21-06, and that I executed the said proposal with  
(title of bid proposal)

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

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

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

Subscribed and sworn to

before me this day

John Drugan  
Signature

August 25, 2021

John Drugan  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

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

**Company Name:** Lionbridge Global Solutions II, Inc.  
**Street:** 1050 Winter Street Suite 2300  
**City, State, Zip Code:** Waltham, MA, 02451

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

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

8/25/2021

John Drugan Government Sales Director  
Date

**Authorized Signature and Title**

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

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

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

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

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

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

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

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

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

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

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

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

*John Drugan*

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Signature of Procurement Agent

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](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
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

**Part I – Vendor Information**

Vendor Name: Lionbridge Global Solutions II, Inc.			
Address: 1050 Winter Street Suite 2300			
City:	Waltham	State: MA	Zip: 02451

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

*John Drugan*  
 Signature

John Drugan  
 Printed Name

Government Sales Director  
 Title

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None	None	None	\$ None

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



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

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

Partnership       Corporation       Sole Proprietorship

Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: H.I.G. Capital	Name:
Home Address: 1450 Brickell Avenue 31st Floor Miami, FL 33131 USA	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	<u>John Drugan</u> (Affiant)
(Notary Public)	John Drugan, Government Sales Director (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

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

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

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

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

Offerors should submit the above form completed with their proposal.

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/>

Lionbridge's N.J. SOS Entity ID is 0100802266

**EEOAA EVIDENCE**

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

**EEO/AA Evidence**

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

**One** of the following must be included with submission:

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

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

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

Name: John Drugan Title: Government Sales Director

Signature: *John Drugan* Date: 8/25/2021

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 #: RFP 21-06

VENDOR/BIDDER: Lionbridge Global Solutions II, 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.

*John Drugan*

8/25/2021

Signature

Date

John Drugan Government Sales Director

Print Name and Title

**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 Government Sales Director 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]

*John Drugan*  
\_\_\_\_\_  
Signature

John Drugan  
\_\_\_\_\_

Name

Government Sales Director  
\_\_\_\_\_

Title

8/25/2021  
\_\_\_\_\_

Date



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 Lionbridge Global Solutions II, Inc.

Contact Person John Drugan

Signature *John Drugan*

Date 8/24/2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist