

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

**Contract # R210609**

*for*

Interpretation and Translation Services and Related Solutions

*with*

**GlobalVision International, Inc. A Division of  
Summa Linguae Technologies**

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and GlobalVision International, Inc. A Division of Summa Linguae Technologies 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 GlobalVision International, Inc. A Division of Summa Linguae Technologies ("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 R210609 for Interpretation and Translation Services and Related Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - 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

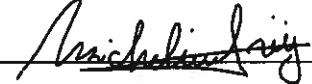
its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 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 GlobalVision International, Inc. A Division of Summa Linguae Technologie  
Address 276 Turnpike Rd. Suite 234  
City/State/Zip Westboro, MA 01581  
Telephone No. 508-616-6660  
Email Address micheline@summalinguae.com  
Printed Name Micheline Freij  
Title Managing Director  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R210609

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

 10/26/2021  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass  
Print Name

 10/26/2021  
Region 4 ESC Authorized Board Member Date

Linda F. Tinnerman  
Print Name





Proposal for

**Omnia Partners**

&

**Region 4 Education Service Center**

Solicitation Number 21-06

From: Lou Salmen / Rob Bunch

Company: Summa Linguae Technologies

Address: 276 Turnpike Road #234

City, State, Zip: Westborough, MA 01581

Solicitation Name and Number: 21-06

Due Date and Time: August 24<sup>th</sup> - 2PM CST

August 24<sup>th</sup>, 2021  
Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, Texas 77092

Dear Region 4 Evaluation Team,

We are incredibly excited about the opportunity to support you and other agencies nationally with their translation and interpretation needs. Although we are not the biggest company in your evaluation, we are confident in our ability to meet any and all needs presented to us if selected as a part of your RFP.

At Summa Linguae we are experts in translation and interpretation, which allows you to be the experts in your roles. We understand the best process to achieve the outcome that you're looking for within the budget you have, and often for far less. We have human and machine related options that will be available to all participants of the cooperative contract.

We will be aligning a team dedicated to the growth, promotion, and education of the program, which includes dedicated sellers, marketers, and production staff. Having supported the public sector before we understand the strict requirements and attention to detail. We will be utilizing our current teams devoted to public support to train our newest team members as the program continues to grow and scale.

Lastly, we understand the need for internal executive sponsorship that will be required to prioritize Region 4 and the many agencies that we will be in a position to support. We have strong support from our top executives who are anxiously awaiting a positive response to this solicitation.

Our hope is that we will have the opportunity to support the many agencies that help so many in their daily duties.

Kind Regards,

Lou Salmen  
Director, Business Development

Rob Bunch  
Director, Business Development

## Tab 1

Draft Contract & Offer & Contract Signature Form

Appendix A

Terms & Conditions Acceptance Form

Appendix B

**APPENDIX A**  
**DRAFT CONTRACT**

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

**RECITALS**

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

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

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

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

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

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 GlobalVision International, Inc. A Division of Summa Linguae Technologies

Address 276 Turnpike Rd. Suite 234

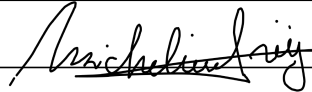
City/State/Zip Westboro, MA 01581

Telephone No. 508-616-6660

Email Address micheline@summalinguae.com

Printed Name Micheline Freij

Title Managing Director

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



## Tab 2

a) Products & Pricing

## Telephone interpretation services

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

### Over The Phone Interpretation Services

Pricing*	
Spanish	\$0.83/ Minute
Tier 1 Languages:	\$0.88/ Minute
Tier 2 Languages:	\$0.98/ Minute
Information	
Tier 1 Languages:	Arabic, Cantonese Chinese, French (France), Italian, Korean, Chinese (Mandarin), Russian, Somali, Spanish (Spain), Vietnamese
Tier 2 Languages:	All other spoken languages

1. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
2. Is pricing available for all products and services?

Yes. We have included pricing for Telephone Interpretation Services.

3. Describe any minimum fees.

Any call under 30 seconds will not be billed. Any call over 30 seconds has a minimum charge of 2 mins.

4. Describe any shipping charges.

N/A

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

If an interpreter acts in a way that is not professional (given the standards in the Code of Conduct), that interpreter will be given a warning. Depending on the severity of the offense, the interpreter is given a suspension and course correction guidance. Particularly egregious offenses will result in immediate removal from the network.

If a call is dropped, a call reconnect will assist the client connect directly back to the original interpreter this must be activated in the first 60 seconds. After 60 seconds the client should try dialing the same preferences (language, type) again.

For any problems or issues, these can be brought directly to the attention of Summa Linguae Technologies through direct contact (phone and/or email) or through completing an online form that will be provided to the client.

Available 24x7

Interpreter average response time for top tier languages 30 seconds or less

Interpreter average response time for languages outside of top tier is 1 minute or less

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

N/A

**7. Describe any additional discounts, promotions, special offers or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Percentage discounts to the per minute pricing will be made available upon reaching specified monthly usage. We have included this discount schedule in our pricing model.

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

Customers will be provided a full detailed invoice for services rendered, including number of minutes used, language(s), and per minute breakdown.

**9. Describe payment methods offered.**

ACH, Wire, Check, PayPal are preferred. We can accept credit card with an associated service fee of \$10.

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

All stated and proposed pricing will be in effect for the full duration of the contract. Volume discounts will be offered to all members at the contracted thresholds.

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

Any future product introductions outside of the scope of this tender will be priced in accordance with the pricing that is being offered in all areas of this model. We will communicate this through Omnia Partners and ensure we are in full alignment.

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

Our network of interpreters are held to very high standards. We ensure that interpreting professionals are: 100% fluent in their supported languages; Qualified, Accredited, and Experienced. They are available 24x7. All interpreters are bound by confidentiality agreements, joint commission compliant, and always HIPAA compliant. They need to have a minimum of 3 years experience to work with us. Omnia's members will also have full access to a portal in which they can track call times and a central hub for all information on this service.



## Translation services

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

If the document being translated is greater than 150 words, the Contractor shall bill at a per word rate.

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

Translation Services					
Language	New Word	Fuzzy	Exact	Dups	Perfect Match
Albanian	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
Arabic	\$0.16	\$0.10	\$0.03	\$0.03	\$0.00
Bengali	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Bosnian	\$0.18	\$0.11	\$0.04	\$0.04	\$0.00
Brazilian Portuguese	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Bulgarian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Canadian French	\$0.19	\$0.11	\$0.04	\$0.04	\$0.00
Chinese HK	\$0.11	\$0.07	\$0.02	\$0.02	\$0.00
Chinese Simplified	\$0.10	\$0.06	\$0.02	\$0.02	\$0.00
Chinese Traditional	\$0.11	\$0.07	\$0.02	\$0.02	\$0.00
Croatian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Czech	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Danish	\$0.24	\$0.14	\$0.05	\$0.05	\$0.00
Dutch	\$0.20	\$0.12	\$0.04	\$0.04	\$0.00
Estonian	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
Farsi	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
Finnish	\$0.23	\$0.14	\$0.05	\$0.05	\$0.00
French	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
German	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
Greek	\$0.16	\$0.10	\$0.03	\$0.03	\$0.00
Gujarathi	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Hebrew	\$0.16	\$0.10	\$0.03	\$0.03	\$0.00
Hindi	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Hungarian	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Indonesian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Italian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Japanese	\$0.20	\$0.12	\$0.04	\$0.04	\$0.00
Kannada	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Korean	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Latvian	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00
Lithuanian	\$0.17	\$0.10	\$0.03	\$0.03	\$0.00

Malay	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Malayalam	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Marathi	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Nepali	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Norwegian	\$0.23	\$0.14	\$0.05	\$0.05	\$0.00
Oriya	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Persian	\$0.21	\$0.13	\$0.04	\$0.04	\$0.00
Polish	\$0.12	\$0.07	\$0.02	\$0.02	\$0.00
Portuguese	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Punjabi	\$0.16	\$0.10	\$0.03	\$0.03	\$0.00
Romanian	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Russian	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Serbian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Slovak	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Slovenian	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Spanish	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Spanish LA	\$0.12	\$0.07	\$0.02	\$0.02	\$0.00
Swedish	\$0.22	\$0.13	\$0.04	\$0.04	\$0.00
Tamil	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Telugu	\$0.14	\$0.08	\$0.03	\$0.03	\$0.00
Thai	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Ukrainian	\$0.13	\$0.08	\$0.03	\$0.03	\$0.00
Vietnamese	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00
Wolof	\$0.25	\$0.15	\$0.05	\$0.05	\$0.00
Zulu	\$0.23	\$0.14	\$0.05	\$0.05	\$0.00
Turkish	\$0.15	\$0.09	\$0.03	\$0.03	\$0.00

Other Services		
Category/Service	Unit	Rate
Project Management*	% of project cost	8%
Localization Engineering	Hourly	\$60
Glossary / Style Guide Creation	Hourly	\$60
Desktop Publishing	Page	\$4-\$6*

\*Project management fee is applicable on all localization projects.

1. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
2. Is pricing available for all products and services?

Yes. We have included pricing for translation services.

3. Describe any minimum fees.

Minimum fees are related to any project under 150 words. Minimum fees are included as the hourly fee associated to each language in the table above.

**4. Describe any shipping charges.**

N/A

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

Our standard warranty period is 30 days, therefore this issue would be updated at no charge. This is true always if mistakes or errors are detected, regardless of the timeframe. For stylistic or preferential changes we will effectively capture the large majority within the translation workflow. If any proposed edits are against the linguistic assets that have been previously developed we will seek approval from appropriate stakeholder, which would also result in updating the linguistic asset or creating departmental variation.

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

N/A

**7. Describe any additional discounts, promotions, special offers or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

This will be included in the overall spend volume discount program.

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

Customers will be provided a full detailed invoice for services rendered, including number of words, languages, services and steps included. We have developed customized estimate templates that showcase that contracted rates are being used.

**9. Describe payment methods offered.**

ACH, Wire, Check, PayPal are preferred. We can accept credit card with an associated service fee.

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

All stated and proposed pricing will be in effect for the full duration of the contract. Volume discounts will be offered to all members at the contracted thresholds.

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

Any future product introductions outside of the scope of this tender will be priced in accordance with the pricing that is being offered in all areas of this model. We will communicate this through Omnia Partners and ensure we are in full alignment.

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

We offer a full scope of translation services across all written languages. Our services cover all different types of content and all stylistic requirements associated to the goal of each agency's translation requests. Our focus is on ensuring we understand the goals and objectives of each user to provide the best consultation and process based on our years of experience.

**Process**

Here at Summa Linguae, we are extremely flexible in terms of how a process and workflow are set up. This all starts with gaining a firm understanding of each agencies' requirements and we will provide over our recommendation based upon industry best practices and our experience in handling similar content. Below is an example of a standard process workflow.

# TRANSLATION WORKFLOW



## Consultation and Communication

Communication and customer service are the cornerstone of our organization. We commit to a consistent collaboration with our clients to provide recommendations around source quality, process changes/updates, communication, and more. It starts with understanding the goals and objectives of each of the individuals we work with.

## Experience

We have supported all different types of programs and processes. We are experts in translation and will make it easy for all agencies and organizations to obtain multilingual content. This includes all forms of translation whether it is human based, machine based, or a hybrid of both.

## Video remote interpretation

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

Over The Phone Interpretation Services		
Pricing		
American Sign Language		\$1.50/ minute
CDI or Legal Certified ASL		\$2.47/ minute
Spoken Languages		\$0.96/ Minute
Information		
ASL rates will be \$2.47/ minute for any calls outside of 8am - 8pm Monday - Friday (EST)		
* Supported 8am - 8pm Monday - Friday (EST)		
Languages Supported		
Albanian	Macedonian	Haitian Creole
Arabic (all Dialects)	Mandarin Chinese	Hindi
Bosnian	Nepali*	Hmong
Bulgarian	Polish	Hungarian
Burmese*	Portugese	Kabuverdianu
Cantonese Chinese*	Russian	Karen
Croatian	Romaian	Kinyarwanda
Farsi	Serbo-Croatian	Khmer
French (France)	Spanish	Pashto
Greek	Swahili*	Punjabi
Hindi	Turkish	Rohingya
Italian	Vietnamese*	Rundi (Kirundi)
Korean*	French (Canada)	Tigrinya
Japanese	Gujarati	

- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- Is pricing available for all products and services?

Yes. We have included pricing for Telephone Interpretation Services on the Jump Drive.

- Describe any minimum fees.

Any call under 30 seconds will not be billed. Any call over 30 seconds has a minimum charge of 2 mins.

- Describe any shipping charges.

N/A

- Provide pricing for warranties on all products and services.

If an interpreter acts in a way that is not professional (given the standards in the Code of Conduct), that interpreter will be given a warning. Depending on the severity of the offense, the interpreter is given a suspension and course correction guidance. Particularly egregious offenses will result in immediate removal from the network.

If a video call is dropped, a call reconnect will assist the client connect directly back to the original interpreter this must be activated in the first 60 seconds. After 60 seconds the client should try dialing the same preferences (language, type) again.

For any problems or issues, these can be brought directly to the attention of Summa Linguae Technologies through direct contact (phone and/or email) or through completing an online form that will be provided to the client.

Available 24x7

Interpreter average response time for top tier languages 30 seconds or less

Interpreter average response time for languages outside of top tier is 1 minute or less

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

N/A

**7. Describe any additional discounts, promotions, special offers or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Percentage discounts to the per minute pricing will be made available upon reaching specified monthly usage. We have included this discount schedule in our pricing model.

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

Customers will be provided a full detailed invoice for services rendered, including number of minutes used, language(s), and per minute breakdown.

**9. Describe payment methods offered.**

ACH, Wire, Check, PayPal are preferred. We can accept credit card with an associated service fee of \$10.

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

All stated and proposed pricing will be in effect for the full duration of the contract. Volume discounts will be offered to all members at the contracted thresholds.

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

Any future product introductions outside of the scope of this tender will be priced in accordance with the pricing that is being offered in all areas of this model. We will communicate this through Omnia Partners and ensure we are in full alignment.

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

Our network of interpreters are held to very high standards. We ensure that interpreting professionals are: 100% fluent in their supported languages; Qualified, Accredited, and Experienced. They are available 24x7. All interpreters are bound by confidentiality agreements, joint commission compliant, and always HIPAA compliant. They need to have a minimum of 3 years experience to work with us. Omnia's members will also have full access to a portal in which they can track call times and a central hub for all information on this service.

## Tab 3

b) Performance Capability

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

Included at the end of Tab 3

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

Included at the end of Tab 3

- III. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**
  - **Federal Funds Certifications (Exhibit F)**
  - **New Jersey Business Compliance (Exhibit G) (Pages 76-92 in RFP document)**
    - **Ownership Disclosure Form:** Completed list of shareholders will be provided upon selection.
    - **Non-Collusion Affidavit:** Notarized copy will be provided upon selection.
    - **Affirmative Action Affidavit**
    - **Political Contribution Disclosure Form**
    - **Stockholder Disclosure Certification:** Notarized copy will be provided upon selection.
    - **Certification of Non-Involvement in Prohibited Activities in Iran**
    - **New Jersey Business Registration Certificate**
    - **EEOAA Evidence (Doc #8)**
    - **Macbride Principals Form (Doc #9)**

Included at the end of Tab 3

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

All agencies are provided with a unique ID that allows us to differentiate between departments within the same agency. In many instances clients aren't required to provide their ID as other forms of identification such as name and email address are sufficient. Regardless, we associate each unique group with their own ID to maintain records per our certifications.

- 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.**

The process for ordering translation services can come in a few different forms, but the large majority of our public agency clients prefer email and secure FTP sites. In some cases users may prefer an electronic method of submitting projects for estimates or automating the file transfer process. Both of which are options for users, but they tend to be more related to agencies or users that spend an excess of \$100K annually with a large series of projects that comprise that spend. Regardless the first communication typically comes in the form of email, which is the preferred communication method for most users. Once needs are defined we will suggest the options and methods we would recommend based on the type of work each user has.

Regarding over-the-phone interpretation, users will be provided a telephone number that will connect them to the language interpreter that is required. Dedicated lines can also be created for more confidential or secure requests, as well as a high series of ongoing calls. All data derived from calls will be tracked regardless of the method that is used. Users can connect on-demand or schedule calls in advance.

Regarding video-remote-interpretation users will be provided a website (both web and mobile) that will connect them to the video remote interpreter of the required language. Similar to OPI, dedicated sites can and will be established as appropriate. Users can connect on-demand or schedule a VRI session in advance.



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

Summa Linguae's Service Level Agreement is put in place to back our commitment to you as a business partner and helps ensure that our Services are performed in accordance with the standards agreed upon. Any nonconformance of completed work product identified by Omnia Partners will be reviewed by Summa Linguae to determine the categorization. Summa Linguae will use reasonable efforts to correct any objective nonconformance identified by Omnia Partners and warrants any critical or justified fixed for up to 12 months after delivery. This does not include preferential edits, however we will work to ensure any preferential edits are captured and updated within Translation Memory for future reuse. Summa Linguae will utilize the following criteria and definitions in determining whether the non-conformances are "critical" or "preferential":

- Mistranslation: Target content does not accurately reflect the source
- Grammar: Translations must adhere to grammatical and syntactical rules in the target context.
- Consistency: Terminology and translated phrases are used in a consistent fashion across all submitted content in adherence to the corresponding terms in the source content.
- Terminology: Adherence to the agreed upon glossary for source terms and the corresponding target translation
- Preferential Change: The translated content does not significantly distort the meaning which will affect the reader's comprehension.
- Completion: All source content was fully translated in the target content unless agreed upon through "Do Not Translate" instructions.

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

Summa Linguae is incredibly confident in our ability to meet all service requirements. Our model and approach allow for maximum scalability without being charged or overpaying in times of low demand. In addition to our ability to scale, we are also flexible in our ability to establish unique or customized processes for any such group that requires.

For example, certain groups within agencies may have stronger confidentiality requirements than others. In these instances, we don't want to slow down and charge more for groups within the same agency that don't have these requirements. Our unique ID system and customized workflows allow us to quickly align the best workflow for each group to maximize their spend and decrease timelines.

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

All customer service/problems will be taken extremely seriously. Our teams will put into play 1 hour Service Level Agreement response times to acknowledge the potential issue or new service inquiry. Depending on the severity or complexity of the issue/service will determine the resolution time. For most standard requests/issues, we aim to resolve within 24 hours, however there may be extended times due to severity or complexity.

**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. Invoices will be sent upon completion of project to the agreed upon workflow. If there is a larger scale project that takes over 2 months to complete, we will invoice upon completion of specific milestones. Our standard payment terms are Net 30, however are open to other options if necessary. Acceptable payment methods include: ACH, Wire, Check, PayPal are preferred. We can accept credit card with an associated service fee of \$10.

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

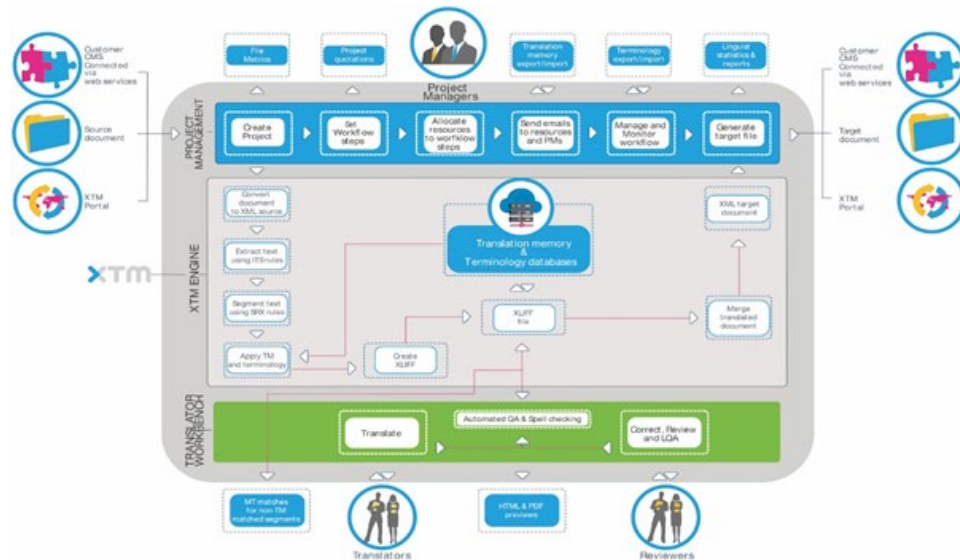
Details to our implementation plan can be found in the Marketing and Sales section above.

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

Summa Linguae has been recognized for top industry growth over the past three years and is ranked as one of the fastest growing European headquartered companies. Company revenue has increased and global head count expanded. Summa Linguae has Private Equity financial support and will continue to grow and expand both organically and via strategic acquisitions.

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

XTM is an enterprise-scale translation management system (TMS) offering infinite scalability. The solution will incorporate advanced workflows, automation, translation memory and terminology management, and in-context editing/review.



### QA/LQA Manager

XTM ensures your translations are of the highest standard. Your translations are automatically checked for spelling, using one of the 90 plus language dictionaries. The QA module can be configured to check for a range of issues including formatting, punctuation and localization.

### XTM Terminology

The terminology database includes a concept, definition, context, image, multilingual translations, and comments plus other custom fields. Terms are identified and highlighted in the source text. The approved translation and additional data about the term are displayed facilitating a consistent use of agreed terminology during translation.

### XTM Reports

XTM stores all the data, including a full audit trail, about projects centrally, which means it is possible to generate detailed reports on your selected data quickly and easily. The reports are produced as Excel files, enabling users to monitor volumes, costs, and dates.

### Visual Editor

XTM offers in-context translation and editing through their integrated CAT tool, with use of Visual Mode. The Visual Editor currently supports XML, HTML, DITA, and InDesign file formats. Users are also able to generate target file previews from within the editor for these file types, as well as MS Office documents

Link to XTM: <https://xtm.cloud>

- 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.

Reporting will be provided in an agreed upon cadence. Types of data that will be available will include items like: Overall program spend, individual member spend, savings, languages, on-time deliverables, number of members in the program, and many more.

- XIV. Provide any additional information relevant to this section.

## Appendix D, Exhibit A – Omnia Partners Response for National Cooperative Contract

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

### 3.1 Company

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

Summa Linguae Technologies is a Polish language and technology solutions provider, established in 2011 and listed on the Warsaw Stock Exchange. With offices in 9 countries and over 250 full time employees we can support our customers 24/7 in all major geographies globally. By using state of art technology, we build and suit solutions that already empower over 2,500 companies worldwide. We work with global businesses with a need of practical innovation in multilingual communication. Our employees bring expertise from different industries to meet the needs of global brands and deliver desired business outcomes. We focus on developing new standards in the localization industry through innovation, flexibility, security and transparency.

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

We currently have 10 salespersons globally. We will be aligning two new salespersons to manage and support the Omnia Public program if selected.

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

US, Canada, Poland, India, Romania, Sweden, Finland, Norway, Denmark. Our corporate HQ is located in Krakow, Poland and US HQ is located in Massachusetts.

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

2020: \$22,234,924.22

2019: \$11,584,039.63

2018: \$5,328,219.08

Our FEIN for US HQ is 04-3336696

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

Although we don't have any formal green and environmental policies in place, we do take several steps as an organization to better the environment. For example, for each new client that we begin working with we plant 10 trees as an account team. We welcome our new clients to participate in helping us choose the variety and genre and also provide updates over time.

We also hold several out of office trash clean up meetings. These involve teams going out and cleaning up rivers, lakes, and even the ocean (for our applicable offices).

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

We have a strong focus on hiring and working with diverse suppliers but have no formal programs in place.

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

a. Minority Women Business Enterprise

Yes **No**

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

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

(DBE)

Yes **No**

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

c. Historically Underutilized Business (HUB)

Yes No

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

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

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

e. Other recognized diversity certificate holder

Yes No

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

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

We have a strong focus on hiring and working with minority owned suppliers but have no formal programs in place.

I. Describe how supplier differentiates itself from its competitors.

Summa Linguae Technologies has been one of the fastest growing language solution providers globally over the past three years. Combining a highly optimized production process with major processing centers in both Eastern Europe and India, this enables the company to compete at an attractive financial level. The breadth of solution offering has also proven to be a key differentiator for the company. With an acquisition finalized at the close of 2019, the company added data service capabilities to its offering. Vancouver based GlobalMe, now a Summa Linguae Technologies company brings new capabilities that distinguish the company against other market providers. The data theme is a key element to the identity of the company both now and as it advances and grows. Customers can expect a world-class experience when working with Summa Linguae Technologies. The language business is about more than just language. The future lies in innovation and advanced solutions, but the company also recognizes that an exceptional customer experience is equally vital when distinguishing the business in this competitive market. Care is given to each unique situation and the needs of our customers. In short, we want each customer to feel special.

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

We have no past litigation or bankruptcy.

In 2019 Summa Linguae acquired Globalme and GlobalVision.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

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

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

A.

L. Describe any debarment or suspension actions taken against supplier

None

### 3.2 Distribution, Logistics

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

Document translation

Website translation/localization

Software translation/localization	Voice Over and Subtitling
Desktop Publishing	Over the Phone Interpretation
Localization Testing	Video Interpretation
Verification and Proofreading	On-Site Interpretation
Multilingual Data Analysis	Managed Services
Machine Translation	Transcreation
Multimedia Translation and Localization	Technology: Translation Management Systems and Integration Options
Multilingual Transcription	

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

Upon selection, our current sales and marketing teams will be alerted and trained on the Omnia program and cooperative contract. Salespersons manage different US territories and will be responsible for promoting the contract within their respective areas. As new salespersons are introduced to the program, we will become more refined in our outreach and marketing efforts. This will include onsite meetings, regional tradeshows and conferences, and more.

Additional details regarding our implementation plan can be found in the Sales and Marketing section below.

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

As a part of our executive sponsorship, all members of the Summa Linguae organization will be made aware of the cooperative contract to ensure that any request received, regardless of channel, is properly supported per the Master Agreement.

Once identified as an opportunity associated to the contract (whether derived through Omnia or an agency that could participate in the Omnia program), it will be managed by the dedicated team managing this cooperative contract.

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

Summa Linguae will provide all associated services, with use of subcontractors who perform specific tasks within the process. For agencies whose needs require a more sophisticated technology platform, XTM (translation management system provider) will also be included. However for the large majority of agency requests, Summa Linguae will manage all communication and support for the technology platform, as well as service work.

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

N/A

### 3.3 Marketing and Sales

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

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

#### Sponsorship:

The key to any program's success is getting the appropriate endorsement internally to gain the buy-in and investment of the broader organization. Shannon Zimmerman, Summa Linguae's CRO, has been involved in every step of our proposal and strategy and will become more involved if selected. Executive sponsorship allows for the proper budgeting, hiring, and resource

alignment as quickly as possible. Within the first ten days of selection, we will have a formal strategy documented and rolled out with executive approval and prioritization. A part of this sponsorship allows prioritization of marketing resources to support the creation of materials and initial outreach plan within the first 60 days from selection. This is further detailed in response to section B below.

#### **Team:**

If selected Summa Linguae has a proven onboarding and roll out plan that will be customized to account for the nuances in the Omnia Public program. After documenting our strategy and requirements with executive sponsorship, we will be hiring the appropriate resources to market and sell the services we have been selected for. Our team will consist of two dedicated public sellers, one dedicated marketing resource, and a team of three project managers (these individuals will not be hired, as they currently support other public agencies within Summa Linguae). Maintaining consistency in team structure allows for a quicker onboarding and ramp up process.

#### **Training and Education:**

Our previous experience in supporting the Omnia Public program will shorten the learning curve for our dedicated account team. After the team is selected and trained on our company specific selling practices, we will meet with the Omnia Public sellers and program managers to discuss the best strategy given the voice of market. This timeframe will also allow the team to review all aspects of the program to help guide our marketing efforts. Although our goal is to get new agencies to sign onto the contract, our goal internally is for our sellers to connect with as many buyers as possible within the first 60 days of selection. This in-field training, coupled with our customized Omnia Public training will get our salespersons and broader dedicated Omnia team up to speed within 60 days of selection.

The final 30 days of the 90 day plan are related to marketing and outreach. They are detailed below.

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

- I. Creation and distribution of a co-branded press release to trade publications
- II. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- III. Design, publication and distribution of co-branded marketing materials within first 90 days
- IV. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- VIII. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

From the initial selection date, our executive sponsorship will allocate marketing resources to begin developing all co-branded materials and initial marketing push to announce selection and partnership. As new team members are put in place as dedicated resources and trained on the program and strategy, dedicated marketing member will begin to take over more detailed and ongoing efforts.

This team member, as well as dedicated salespersons, will continue day-to-day marketing from days 30-60. This includes creation of email campaigns and development of outreach strategy. With a goal of connecting with as many buyers as possible within the first 60 days, our dedicated marketing resource will be in attendance of all initial meetings to help craft strategy. This marketing resource will also be responsible from day 60 to take over responsibility of website management. The initial pages will have been created on our website, but more detailed and specific information will be added once the full time resource takes over this responsibility.

This core team will also be responsible for maintaining communication with Omnia team on progress and development activities through weekly or bi-weekly updates. All ongoing activities related to trade shows and events will be managed by our dedicated marketing resource and territory-based salesperson. National events will be attended by the core team of salespersons and marketing resource.

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

Although we support many public agencies, many are global and not associated to the Omnia public program. For any overlapping agencies that we support that are also within the domain of this program, we will provide information about the contract and benefits associated to it. Our executive sponsorship will prioritize the Omnia program over any existing and overlapping client.

Due to this currently being our only cooperative contract (aside from Omnia Partners Private program where there is no overlap) this will be a very large priority for us. All associated members will receive white glove service and communication.

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

We agree to provide our logo to Omnia Partners and provide permission for use in any marketing communications and promotions. We also acknowledge the request for permission to reproduce Omnia's logo.

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

- I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- II. Best government pricing
- III. No cost to participate
- IV. Non-exclusive

In conjunction with our marketing resource, our dedicated salespersons will be actively promoting the Omnia public program and all associated benefits. This strategy will be developed within the first 60 days of selection, and continue to be adjusted throughout the final 30 days and beyond. In addition to the points above, which will be included on all materials and initiatives, we will work with Omnia salespersons to refine strategy for specific areas and sectors of the broader program (i.e. governmental agencies vs. higher universities).

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

- I. Key features of Master Agreement
- II. Working knowledge of the solicitation process
- III. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- IV. Knowledge of benefits of the use of cooperative contracts

Not only will our dedicated team be trained using customized Omnia specific training program, but all sellers will be trained as well. Although the initial push of outreach and selling efforts will consist within core team, as the program grows we will continue to pull in more sellers who will already be aware of the program's benefits, potential buyers, and position within the marketplace.

Dedicated team related to Omnia will be trained more extensively up front on all areas above, and will also be responsible for creating training in conjunction which will be used as new sellers join the program.

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

Please note, additional contacts will be added to sales and marketing areas upon selection and award. All members listed below will continue to be involved from award.

i. Executive Support

Shannon Zimmerman

[Shannon.zimmerman@summalinguae.com](mailto:Shannon.zimmerman@summalinguae.com)

651.492.3336

ii. Marketing

Eric Doty

[Eric.doty@summalinguae.com](mailto:Eric.doty@summalinguae.com)

236.476.4364

iii. Sales

Lou Salmen

[Lou.salmen@summalinguae.com](mailto:Lou.salmen@summalinguae.com)

612.210.6912

Rob Bunch

[Rob.bunch@summalinguae.com](mailto:Rob.bunch@summalinguae.com)

651.503.2473

iv. Sales Support

Micheline Freij

[Micheline@summalinguae.com](mailto:Micheline@summalinguae.com)

508.523.1822

v. Financial Reporting

Tyler Thompson

[Tyler.thompson@summalinguae.com](mailto:Tyler.thompson@summalinguae.com)

855.438.5106

vi. Accounts Payable

Elissa Nielsen

[Elissa.nielsen@summalinguae.com](mailto:Elissa.nielsen@summalinguae.com)

855.438.5106

vii. Contracts

Shannon Zimmerman

[Shannon.zimmerman@summalinguae.com](mailto:Shannon.zimmerman@summalinguae.com)

651.492.3336

**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.

Our selling organization is broken out by territory. The highest executive in charge is our Chief Revenue Officer Shannon Zimmerman (contact information above). If selected we will be aligning two dedicated salespersons to manage the Omnia public program, overseen by Shannon Zimmerman. The broader selling team will be trained on the program's benefits, buyers, and process specific to public selling, but the two dedicated sellers will be responsible for all major outreach, marketing, and selling activities.

Although the dedicated team will operate similar to our current selling structure, their goals and incentives will be aligned specific to the differences between public and private selling. They will however be territory based, and will have goals aligned based on our history in supporting public cooperative contracts.

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

The sales team for the Omnia program will be influenced by our own selling strategies, but will be focused more on promotion and education of the cooperative contract. Similar to our standard selling approach, outreach and marketing will be very instrumental in gaining awareness. Our dedicated team will work closely with Omnia sellers and others associated to the cooperative contract to learn the nuance of selling the Omnia program and what buyers are looking for.

A large responsibility will also be placed on our dedicated marketing resource(s). Due to the strong focus on education, supporting documentation and an educational lead engine will be created. Our marketing resource will sit in on all calls to learn and adjust current marketing strategy based on voice of customer.

The first 90 days from selection will have a heavy emphasis on creating a large amount of reusable, promotion and educational materials and content. As sellers and dedicated marketing resource learn more from in-field training, materials will be adjusted to



account or new information learned. New materials and forms of outreach will also be continuously developed, such as blogs, email campaigns, and webinars.

The growth of the program will require solid relationships with all initial buyers. Buyers trust other buyers and therefore gaining the respect and trust of the first groups that sign on is very important. We will use as many willing participants as possible to create case studies, and be used as references to grow the program exponentially.

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

Due to having strong executive sponsorship from a contact who has tremendous experience not only with cooperative programs, but Omnia's public program specifically, we will have a very coordinated effort and seamless customer experience. A newly participating agency will be prioritized above all other new clients or customers per our executive prioritization laid out by Shannon Zimmerman. We will provide consistent and timely communication to all agencies, which includes updates and the tracking of all information relevant to that agency.

In maintaining a smaller dedicated team we will be able to provide a great experience with the proper checks and balances. All accounting and contracting individuals have been made aware of this program and will develop their own process to support same day turnaround on any tasks related to them.

Internally our executive contact will hold weekly update meetings to ensure proper progress in executing our educational selling and growth strategy outlined within the first 10 days of selection. Relevant information in a consistent format about trends and progress will be provided to Omnia on a regular basis.

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

Office for Foreigners	Court of Justice of the European Union Budget & Accounting Direction
General Directorate for Environmental Protection	National Agricultural Support Center
Ministry of Funds and Regional Policy	COMMUNE OF WROCLAW Wrocław City Hall
Ministry of Family and Social Policy	Chief Veterinary Inspectorate
Ministry of Finance	National Health Fund Headquarters
General Directorate for National Roads and Motorways	Civil Aviation Authority
The Ministry of Agriculture and Rural Development	Agency for Restructuring and Modernization of Agriculture
Ministry of Infrastructure	The State Water Office Polish Waters
Institute of Agricultural and Food Economics - National Research Institute	Ministry of Development, Labor and Technology
	European Urban Knowledge Network EGTC

**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.

Summa Linguae Technologies utilizes a Translation Management System that allows users to submit projects for quotes, track status, receive deliverables, etc. This system also issues invoices and tracks all financial aspects of the program.

**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").

\$\_\_\_1,000,000\_\_\_00 in year one

\$\_\_\_\_2,000,000\_\_\_\_.00 in year two

\$\_\_\_\_3,000,000\_\_\_\_.00 in year three

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

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

- I. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- II. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- III. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- IV. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

In the event that we are made aware of a public agency issuing an RFP, we will respond with our standard public pricing (higher than pricing within the Omnia public program) and provide education about the cooperative contract. If buyer is unwilling to utilize the cooperative contract, we will proceed with higher pricing and report any and all sales achieved from selection.

Our goal is to drive any applicable agencies to utilize the Omnia public cooperative contract. By providing higher pricing and education, the best case scenario would be to get the agency to sign onto the Omnia public cooperative contract.

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

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 19 day of August 2021, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and GlobalVision International, Inc. ("**Supplier**").  
A Division of Summa Linguae Tech

**RECITALS**

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

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

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

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

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

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

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

**DEFINITIONS**

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

### **NATIONAL PROMOTION**

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

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

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

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

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

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

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

## **GENERAL PROVISIONS**

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

GlobalVision International, Inc. A Division of Summa Linguae Technologies  
276 Turnpike Rd. Suite 234  
Westboro, MA 01581

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

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

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

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

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

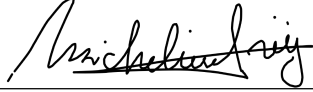
parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

GlobalVision International, Inc. A Division of Summa Linguae Technologies

276 Turnpike Rd. Suite 234

Westboro, MA 01581



Signature

**Micheline Freij**

Name

**Managing Director**

Title

08/19/2021

Date

**NATIONAL**

**INTRO-GOVERNMENTAL**

**PURCHASING ALLIANCE**

**COMPANY, A DELAWARE**

**CORPORATION D/B/A OMNIA**

**PARTNERS, PUBLIC SECTOR**

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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 M.F 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: GlobalVision International, Inc. A Division of Summa Linguae Technologies

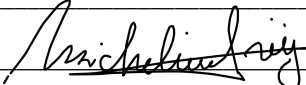
Address, City, State, and Zip Code: 276 Turnpike Rd. Suite 234 Westboro, MA 01581

Phone Number: 508-523-1822 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

Micheline Freij Managing Director

Email Address: Micheline@summalinguae.com

Signature of Authorized Representative: 

Date: 8/19/2021

## 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.

M.F

**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

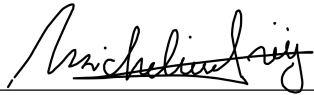
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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, GlobalVision International, Inc. A Division of Summa Linguae Technologies, 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

Micheline Freij Managing Director

Name and Title of Contractor's Authorized Official

08/19/2021

Date

10. Procurement of Recovered Materials.

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

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

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

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

#### 11. Additional FEMA Requirements.

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

- b. Changes.

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

- c. Access to Records.

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

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

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

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



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

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

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

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

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

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

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

## 14. No Obligation by Federal Government.

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

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

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

to this contract.”

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

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

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

Offeror’s Name:

GlobalVision International, Inc. A Division of Summa Linguae Technologies

Address, City, State, and Zip Code:

276 Turnpike Rd. Suite 234 Westboro, MA 01581

Phone Number: 508-523-1822 Fax Number:

508-355-0708

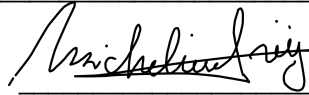
Printed Name and Title of Authorized

Representative: Micheline Freij Managing Director

Email Address:

Micheline@summalinguae.com

Signature of Authorized Representative: \_\_\_\_\_  
08/19/2021



Date: \_\_\_\_\_

**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:** GlobalVision International, Inc. A Division of Summa Linguae Technologies

**Organization Address:** 276 Turnpike Rd. Suite 234 Westboro, MA 01581

**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
LSP Investment S.a.r.l	Rue Eugene Ruppert 6 2453 Luxembourg, Luxembourg
Krzysztof Zdanowski	Graniczna 270 32-091 Michałowice, Poland
Madhuri Hedge	Strzelców 4A/38, 31-422 Kraków, Poland

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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):		Title:	
Signature:		Date:	

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, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose  
and say that: Type teGlobalVision International, lnxt here

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_,  
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ 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 \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(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:** GlobalVision International, Inc. A Division of Summa Linguae Technologies

**Street:** 276 Turnpike Rd. Suite 234

**City, State, Zip Code:** Westboro, MA 01581

Type to Global Vision International, Inc. A Division of Summa Linguae Technologiesxt here

**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

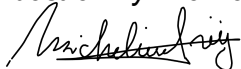
OR

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.*



8/20/2021

**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 it 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).

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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.”



**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 ~~signed~~ GlobalVision International, Incxt here

**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: Krzysztof Zdanowski	Name:
Home Address: Graniczna 270 32-091 Michałowice, Poland	Home Address:
Name: Madhuri Hedge	Name:
Home Address: Strzelców 4A/38, 31-422 Kraków, Poland	Home Address:
Name: LSP Investment S.a.r.l	Name:
Home Address: Rue Eugene Ruppert 6 2453 Luxembourg, Luxembourg	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (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/>

**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: Micheline Freij Title: Managing Director

Signature:  Date: 08/20/2021

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 #: \_\_\_\_\_

VENDOR/BIDDER: \_\_\_\_\_

**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.

A handwritten signature in black ink, appearing to read "Michael L. ...".

08/20/2021

Signature

Date

Print Name and Title

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

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

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

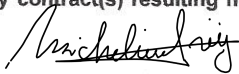
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

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

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print): \_\_\_\_\_ Signature:  \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tab 4

c) Qualifications & 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.**

Summa Linguae Technologies is a Polish language and technology solutions provider, established in 2011 and listed on the Warsaw Stock Exchange. With offices in 9 countries and over 250 full time employees we can support our customers 24/7 in all major geographies globally. By using state of art technology, we build and suit solutions that already empower over 2,500 companies worldwide. We work with global businesses with a need of practical innovation in multilingual communication. Our employees bring expertise from different industries to meet the needs of global brands and deliver desired business outcomes. We focus on developing new standards in the localization industry through innovation, flexibility, security and transparency.

We have locations in the US, Canada, Poland, Sweden, Norway, Denmark, Finland, and India. Our Canadian office is located in Vancouver. Our US locations are in MA, OR, and WI.

We work with over 10,000 translators and interpreters available across all written languages and over 300 spoken languages.

**II. Describe Offeror's reputation in the marketplace.**

Summa Linguae's reputation in the marketplace is that of a more boutique provider. We have strategically selected the clients and industries that we support to ensure we are always the experts on localization and translation of our customer's content. Due to our being a smaller, more boutique supplier we are flexible in how we customize and support our clients. We dedicate more resources to support of clients than other firms and this makes our customer satisfaction significantly higher.

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

Summa Linguae has a long reputation of delivering high quality translation content and resourcing. Due to our size within the industry, we have the ability to be more agile and nimble to support our clients. Our strategic acquisitions allow us to serve and support in a more efficient manner.

We are a company built of people and that is what makes our customer experience so superior. We utilize technology where it will gain something, so long as it doesn't harm or hinder the customer experience in any way. This approach has allowed us to continue delivering best in class service for a fair cost.

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

The core members of the team supporting the Omnia public program have direct experience in supporting this same program in previous roles. This provides a shorter learning curve and proven tactics to growing support and education around the program. Specifically our executive sponsorship and two main sellers

All sellers and dedicated marketing resource have experience in supporting and managing public agencies.

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

Summa Linguae supports many organizations within the government sector. Most organizations are global. Having worked with various countries we have an appreciation for the broader governmental process, but also the nuances between agencies based on rules and requirements.

A list of public agencies can be found in area B under the Sales and Marketing section above.

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

In light of Covid-19 we place a special emphasis on ensuring the health and safety of our clients. When we receive a request requiring onsite presence, we first understand the requirements and scope of work to provide any alternative approaches available. This is also related to ensuring the lowest cost possible while still achieving and surpassing expectations. Since the pandemic began, costs for onsite resources have increased substantially. In some cases, certain states or cities might not allow an onsite presence. All factors are accounted for upon receipt of request and appropriate options are provided to the interested agency.

As restrictions decrease over time, we will alert interested parties of the reduction in price and more seamless ability to deliver onsite resources for interpretation or other language related requests.

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

ISO 9001:2015

ISO 27001:2013

ISO 17100:2015

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

We contract our translators and interpreters, though for ongoing work we have employed translators. By contracting translators and interpreters we have the ability to maintain lower costs and can scale much more efficiently and effectively. We vet all resources we use and have the ability to align based on any number of specified requirements.

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

We have a full onboarding process defined and followed worldwide. There are several factors that are being taken into account in the selection process. We follow ISO specifications for requirements related to translators and reviewers when it comes to experience and education. We take into account customer expectations and specific requirements around subject matter expertise. It is extremely important that our linguistic selection is in full alignment with our customer's expectations.

Summa Linguae has a team of Vendor Managers that focus solely on the sourcing and hiring of translators. We follow a very strategic and stringent process that includes the following steps. 1) Identifying translators: process done through industry associations, recommendations, existing networks, and research, 2) Qualify translators: process of validating industry experience (minimum of 5 years experience needed), education, tool experience, CV review, and completion of Quality Questionnaire, 3) Validate translators: process of having the linguists perform a sample project translation and contact references (minimum of 3), 4) Trial phase: Includes a series of more stringent and frequent tests and quality checks throughout the linguist's first 6-12 months before they are considered a part of our linguistic network.

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

We use an internally developed model customized for each of our clients individually to track several indicators including (but not limited to) fluency of delivery, terminology, grammar, consistency with source content, tone/style, cohesion, and completeness. In addition to the objective elements above, we also build customized grading rubrics for each of our clients as we understand quality varies from company to company. Lastly, the quality criteria depends greatly on the content being translated and the quality requirements that each agency has for each area of content. For example, if the goal of certain pieces is simply readability and speed we will adjust our customized grading rubric to account.

Our standard process has two separate linguists (one translator and one editor), along with a separate unbiased third-party review of samples of content on a continuous basis.

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

Call centers are located in the US. However, the network of interpreters are located around the Globe in order to ensure they are 100% fluent in the target language and cover 24x7 availability.

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

We have a very detailed business continuity plan in the event of unforeseen disasters. We have defined all teams and systems that are involved who have gone through numerous rounds of testing to ensure there is little to no affect on any of our clients.

This plan includes systems having 95% availability during prime time and 90% during non-prime time. There is also a large focus placed on minimizing data loss. We have backup project management teams aligned for all accounts, agencies, and clients we support, as well as backup linguistic and interpretation teams in place.

In the event of a disaster, the disaster recovery coordinator will evaluate and declare the disaster classification. This in turn will prompt the appropriate backup actions, teams, and systems to be initiated.

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

We have no past litigation or bankruptcy.

In 2019 Summa Linguae acquired Globalme and GlobalVision.

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

As many projects on the forefront of technology require outside-of-the-box thinking, it's important for us to keep data security top of mind. Data security risk is evaluated for each project and treated accordingly. Although we are not currently HIPAA compliant, we are in the process of becoming compliant. For any needs requiring this level of support we will align users to our partners that can facilitate these needs.

The internal platforms and tools that we use to execute projects are regularly reviewed from a security perspective so as to have the necessary controls in place to address data security risks.

We believe that data security is not just an IT issue but rather an issue that is comprehensively addressed at the organizational level. Along with data handling and data recovery best practices, access control, and data encryption, we also evaluate the risks involved with each project and implement project specific training and screening of personnel that is necessary for the project.

We are ISO 27001 Certified company. ISO27001 is the international standard that sets out the specification for an information security management system (ISMS). Its best-practice approach helps our organizations to manage the information security by addressing people and processes as well as technology.

Below is a list of how we measure data security:

a. We store our client data in GDPR complaint TMS system Plunet. Plunet is hosted on a data facility in Hetzner. b. No third-party applications for data transfer c. We share files using "One drive" or Secure "FTP" d. Daily Data backup/external backup as per ISMS policy. e. We have "Cloud" Backup in case of Disaster (Fire, Natural Calamities) f. By doing data encryption g. We prevent repeated usage of passwords by setting a minimum age and Forcing users to change password regularly by setting a maximum age

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

Not BEI, however all ASL Interpreters are RID certified.

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

We are ISO 27001 Certified company. ISO27001 is the international standard that sets out the specification for an information security management system (ISMS). Its best-practice approach helps our organizations to manage the information security by addressing people and processes as well as technology.

There are multiple steps we take to ensure we do not disclose confidential information or lose control over access to that data. We do not share our internet connection. It is completely firewalled and secured. We also have signed NDA's from our vendors. All of our workstations are password-secured, so even a break-in would prevent access to network assets.



In case of data breach, we collect the Evidence/Nature of breach, we isolate system that was attacked, department or user account to stop other systems from being compromised. Being quick on this task is crucial. On identifying shut down a server, deactivate a user account, reformat the asset, blacklist an IP, etc. We then assess damage from breach, i.e. Did the data that was breached contain sensitive information, what type of data was targeted, what is the risk, was the data encrypted, etc.

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

Due to our strict NDAs with our public agencies we are only able to provide the names of each organization. We have also included private organizations whose work closely reflects that of our public agency clients. Upon being shortlisted in this evaluation we will provide contact information and additional details related to each client/organization.

Ministry of Funds and Regional Policy

Ministry of Family and Social Policy

Ministry of Finance

Medallia

National Health Fund Headquarters

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

Tab 5

d) Value Add

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

As a part of the cooperative contract we will be providing an overall volume discount on an annual basis. The volume discount model below is applicable for year 1.

Year 1 Rebate Schedule	
Spend	Rebate Percentage
\$1.5M - \$2M	1%
\$2M - \$2.5M	2%
\$2M+	3%

Rebates will not be applied retroactively. Once overall volume is met (all services included) we will apply the above percentage rebate until the 12 month cycle is complete. Upon completion of the 12 month cycle, a new rebate structure will be communicated to all applicable parties.

## Tab 6

### Additional Required Documents

#### Appendix C

- 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)
- Any additional agreements Offeror will require Participating Agencies to sign

**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).*

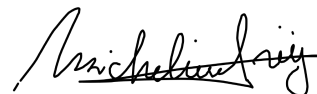
Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- 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.)*

08/19/2021

Date

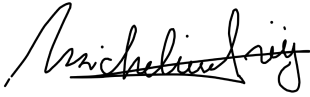


Authorized Signature & Title

**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>	GlobalVision International, Inc. A Division of Summa Linguae Technologies	<b>Contact</b>	
			_____ <b>Signature</b>
	_____ 276 Turnpike Rd. Suite 234		_____ <b>Printed Name</b>
<b>Address</b>	Westboro, MA 01581		_____ <b>Position with Company</b>
	_____ <b>Official Authorizing Proposal</b>		 _____ <b>Signature</b>
			Micheline Freij _____ <b>Printed Name</b>
<b>Phone</b>	508-523-1822		Managing Director _____ <b>Position with Company</b>
<b>Fax</b>	_____		

## **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, Micheline Freij, as an authorized representative of

GlobalVision International, Inc. A Division of Summa Linguae Technologies, contractor engaged by

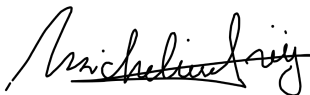
Insert Name of Company

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.



Micheline Freij

8/19/2021

Signature of Named Authorized Company Representative

Date