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AND



UNITED LANGUAGE GROUP

A Proposal for
Region 4 Education Service Center RFP 21-06
Translation and Interpretation Services Program
with United Language Group's (ULG)
Strategic Partnership

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Date: July 30, 2021



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Executive Summary

Thank you for including United Language Group (ULG) in your Request for Proposal. We are honored and appreciative for the opportunity to demonstrate our capabilities as a leading provider of Language Services and Solutions to Region 4 Educational Service Center and Omnia Partners.

ULG has been servicing local, state, and federal clientele for over 35 years and has been a partner of Omnia's for the last 5 years. We also are Omnia's number one revenue performer in the Language Service category and look forward to expanding this footprint with Region 4 ESC. Our wealth of experience covers departments at every level of local, state, and federal government and across all our translation and interpretation offerings.

ULG is a partner that can grow with Region 4 ESC and Omnia, we know your needs and requirements will shift, due to language requirements and the ever-changing regulatory landscape around government, and ULG will be there for support at every turn. We appreciate the sensitive nature of the work Region 4 ESC is performing and the high standard you look for in a supplier. We are excited to share our innovative approaches to help realize economic, administrative, and operational efficiencies, while simultaneously maintaining and improving current service levels.

ULG can provide qualified translators and linguists for all of Region 4's needs and requirements, including specialized qualifications in particular fields

[REDACTED]

We have no concerns about being able to meet all your needs.

ULG is prepared to provide services in all of the required languages specified by Region 4 ESC. ULG is a qualified firm with experience in providing culturally competent language services in the following areas: over-the-phone interpretation, video-remote interpretation (with the ability to use third-party video conferencing platform), video-remote American Sign Language (with the ability to use third-party video conferencing platform), written translation services and other related language services to assist in the language access needs for Region 4 ESC.

The following pages of this proposal will succinctly answer all your questions and will demonstrate ULG's experience in this space. Our proposal will focus on the following main parameters:

- ULG's Full Solution to successfully address Region 4 ESC needs for Translation services that align with the objectives outlined in this RFP.
- ULG's Expertise in the Field, utilizing the best in class and certified linguists/translators.
- ULG's Certified Quality Management System ensures consistent, high-quality delivery and ULG's approach to resource support and alignment of qualified linguists, including an ongoing education and evaluation program specifically tailored to Region 4 ESC's needs.
- ULG's Technical Approach and Methodology drives innovation, turn-around, cost benefits, quality standards, connectivity, and continuous growth and improvement.
- ULG's Partnership Approach provides local-level responsiveness to Region 4 ESC through ULG's dedicated Account Team.



We look forward to furthering this conversation and the opportunity to re-establish a long-term strategic relationship with Region 4 ESC and Omnia Partners.

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ULG Partnership Approach

Responsiveness, Support, Accountability, and Flexibility



Serving **149** Fortune 500 companies

Interpreting **200+** Languages

Over **10K** resources

95% Interpreters are Women or Minority

75% Domestic interpreters

108% Resource availability

With over 35 years in the industry, ULG’s scale, and scope of languages supported, is a perfect match to Region 4 Education Service Center’s translation and interpretation needs. As your partner, we offer the experience to mitigate risk and provide 24/7/365 coverage for Region 4 Education Service Center. We are a trusted partner for multiple federal, state, and local health-related agencies.

Through our onboarding and discovery process, as well as continuous communication, ULG will understand Region 4 Education Service Center’s objectives and will be able to fully support your needs and requirements. This will help us build a strong, long-term, successful partnership. ULG will work collaboratively with Region 4 Education Service Center to help deliver exceptional services and provide forward-thinking, continuous improvement initiatives that align with organizational objectives.

With over 500 full-time employees, 10,000 freelance linguists, and our professional training process, ULG can quickly ramp up expert resources and effectively support over 200 languages 24/7/365, while ensuring seamless onboarding and managing translation and interpretation processes to support the variable requirements of the Region 4 Education Service Center.

ULG offers subject matter expert interpreters, and a team of project and account managers, with unique industry insights that enhance the effectiveness of messaging, regardless of language.

Our structure, local presence, and global footprint allow ULG to effectively manage spikes in usage and ensure reliable service across the community.



ULG Community Support and Supplier Diversity Program

ULG, by the very nature of our business, supports communities and minorities through our services to provide limited English proficient individuals with language access. ULG provides equal support to all clients and associates that fall under these categories, including transgender or gender-expansive, multi-racial, disabled, lesbian, gay, bisexual, and others. ULG does not discriminate against any of these groups. ULG is an equal opportunity employer whose goals for utilizing diverse suppliers include US citizens or permanent legal residents of the United States within these groups: Women, Minorities, Veterans, People with disabilities, LGBTQ.

ULG also has a Supplier Diversity program in place. This supports local communities through the engagement and recruitment of bilingual speakers located in the US for language services support. As part of the program, ULG has developed a course for Cultural Competency and Awareness that is completed by all interpreters who are onboarded to service our clients based on the very need and nature of our services to support diverse global cultures. The program addresses the importance of respect and sensitivity to race, ethnicity, age, gender, disabilities, religion, and more. Participation in the training is tracked in our Learning Management System.



ULG, as a socially responsible organization, supports diversity and social activities within the local community. As part of ULG's programs, we allocate volunteer hours to all employees and organize events to participate in local community activities. In the past year, our teams have volunteered in various programs including Highway Adoptions for cleanup, park and beach cleanups, organized time with underprivileged children, Friendly House for educational and recreational services, food banks, and others.

Moreover, ULG complies with all relevant local and federal policies and laws and conducts Sexual Harassment Trainings and Workplace and Diversity Training where applicable, and provides eligible employees 16 hours of paid volunteer hours to connect and give back to the local community through approved community programs. Employees who do not comply with these policies, laws, and/or training can result in disciplinary action up to and including termination.

ULG is an equal opportunity/affirmative action employer. We prohibit unlawful discrimination and harassment and afford equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, and any other protected class status under applicable federal and applicable state law.

ULG is proud to be a multicultural workplace, as our employees and contractors are spread all over the world, representing a variety of cultures, religions, and races.

ULG's mission is to transform language barriers into opportunities to envision a world in which language is no longer a barrier. Our company was founded based on those principles and to enable people to express their voice and be understood – no matter the language, nationality, or location.

By providing accurate Interpretation and Translation services, we can help individuals, who might be discriminated against or vulnerable, because of the language barriers surrounding them. ULG transforms such barriers into opportunities and chances for an equal and better future.



Region 4 Education Service Center Onboarding Process

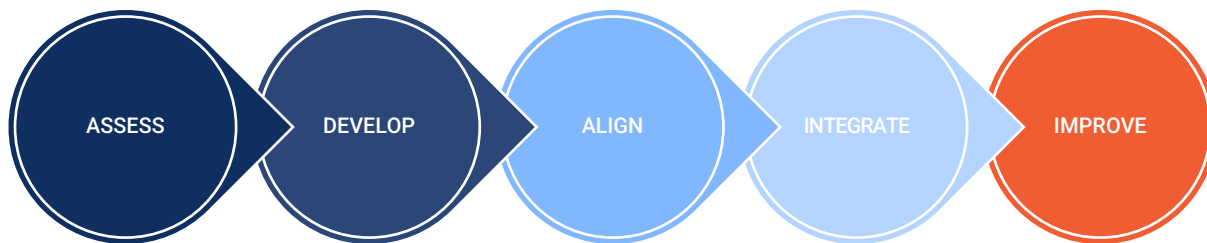
The key to a successful partnership is understanding the Region 4 Education Service Center requirements and how you measure success. ULG provides a six-step, robust onboarding process, which includes one-on-one meetings with the Region 4 Education Service Center team members to identify service requirements, areas of optimization, workflow/process establishment, and ongoing performance tracking.

ULG will discuss the history and past challenges experienced by Region 4 Education Service Center, key integration strategies will be implemented to ensure challenges are addressed and the translation and interpretation process is mapped to best practices and the Region 4 Education Service Center specific requirements.

ULG treats the implementation process as an ongoing need. Implementation begins at the onboarding stage and continues through the lifecycle of the partnership we have with Region 4 Education Service Center. During the onboarding stages, ULG best practices are applied and adjusted as needed to ensure the success of the partnership and the proper workflow is followed. Onboarding will then continue through the designed process and lessons learned to adjust for potential scope changes.

Our Onboarding Process is fully adaptable and customizable. The flexibility in our plan allows for customization to ensure that the Region 4 Education Service Center goals are considered in each phase. It is a critical first step and an integrated part of ULG's overall commitment to continuous improvement. As such, it is difficult to define where onboarding components start and stop in our model, as they are a continuous flow adapted to provide the best fit for each partnership.

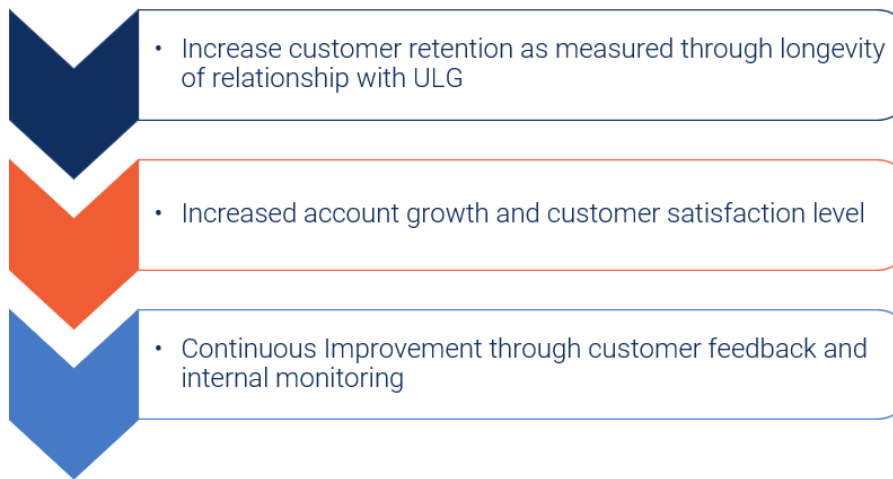
ULG continues to measure our performance, review strategy, and ensure continuous improvement through regular Service and Quality KPIs, Business Reviews, reference checks, and site visits.



Customer Excellence Program

The Customer Excellence Program has been developed specifically to manage customer satisfaction to ensure continuous improvement.

The goal of the ULG Customer Excellence plan:



The main features of the program are:

- A written Account Plan is reviewed and updated quarterly at a minimum
- On-site visits to key stakeholders
- Quarterly Business Review (QBR) and Reporting on KPIs and agreed statistics

With our robust onboarding process, we will review, discuss and consult on all of Region 4 Education Service Center's current service needs and advise the best strategy. Also, by utilizing the Customer Excellence Program, ULG will continue to achieve the best possible outcome and streamlined process, with scalability and seamless expansion for future needs.

ANNUAL CLIENT SURVEY

An annual client survey is used to measure customer satisfaction. The survey gathers ratings on ULG's level of responsiveness, quality, customer service, problem-solving, technology, and turnaround time. Ratings are given on a 5-point scale and results are analyzed to show the following:

- Results vs. Target
- Trends in satisfaction from previous periods
- Key indicators of potential dissatisfaction

Scores below a defined criterion require an action plan involving the account and project teams, as well as a Quality Manager as appropriate. Associated trends are reviewed as part of a management review and ongoing operational effectiveness reviews.



ULG Full Language Solution

Delivering Support Through Unified Voice

ULG is a sole provider of a complete spectrum of linguistic services. As part of our core competencies, we cover all written and spoken multilingual needs, through our Translation and Interpretation services in over 200 languages. This allows us to deliver an all-encompassing solution to Region 4 Education Service Center requirements that is flexible to change as your needs evolve in the future.

Following is a summary of the overall services we provide:



Translation



Interpretation



Localization



Digital Marketing



Technology

Core & Supporting Services



Translation + Localization

- Human + Machine
- Certified & Sworn Translations
- Technical Documentation
- Software, Mobile, Web Localization
- eLearning
- HR, Marketing, Legal



Interpreting

- Over-the-Phone (OPI)
- Video Remote (VRI)
- In-Person (OSI)
- Simultaneous + Consecutive
- Conferences + Meetings



Language Quality Services

- Editing & Proofreading
- Style Guide Development
- Terminology Management
- Glossary Management
- Validation Processes
- Terminology management
- Training



Testing + Engineering

- Localization Engineering
- Internationalization
- Quality Assurance (QA)
- Website + Software: Linguistic and Functionality Testing
- Onsite Software Testing



Global Digital Marketing

- Asset Creation + Localization
- SEO/SEM Strategy + Translation
- PPC Ad Localization
- Sentiment Analysis
- Social Media Strategy
- Transcreation
- Cultural Assessments



Productivity Services

- CAT Tool Integration + Management
- APIs + Connector Integrations



Consulting

- Quality Program + Process Consulting
- eLearning + Training
- Language Strategy
- Web Localization Strategy
- SOP Development
- KPI Development + Tracking
- SAP
- ICR Training



Specialty Services

- Breach Response
- Translator Selection Process
- Optical Character Recognition (OCR)
- MT Services
 - Neural MT
 - RbMT Lexicon Coding
 - MT Post-Editing
- A/V Services
 - Voiceovers
 - Subtitling/Dubbing
 - Transcriptions



ULG Translation Services

ULG can support Region 4 Education Service Center across a wide demand for various written translation and localization services, which generally include the following steps: Basic Translation, Full Translation, Desktop Publishing, Quality Control, and Proofreading. Each step is defined as follows:

- **Basic Translation** – This process includes translation and quality checks being completed through a single language resource to ensure the translation is consistent with the source document(s). ULG highly recommends using a basic translation process for noncritical or 'For Information Purposes' quality requirements.
- **Full Translation** – ULG offers a 2-step quality process, including translation and editing (TE), conducted by separate linguists and delivered with A Certificate of Accuracy upon request. TE process provides clients with a high level of translation quality and is recommended for more critical content.
- **Desktop Publishing** – ULG's team of Desktop Publishing (DTP) experts will prepare existing source documents for use in the translation process and after translation steps are finalized, they will complete the layout of translated files to match the source files as closely as possible or provide layout updates for target languages.
- **Quality Control** – Quality Control (QC) is a key step before client delivery for all our document translation services and is essential for maintaining superior quality. During the QC process, we require that our reviewers adhere to an extensive checklist of items to ensure that the translation is complete and accurate. At this stage, we also make sure that the translation matches the source document page for the page (unless indicated otherwise by our customer), apply proper formatting and ensure that all other client specifications are applied before project delivery.
- **Proofreading** – A review of laid-out files completed by translators to verify that the final layout matches the source as well as provides contextual language checks based on the native format. This process includes tasks such as checking sizing and placement of text or headers/footers, text and graphic formatting, the function of hyperlinks, updating/formatting of tables of contents and indices, formatting/placement of bullets and margins, and column and page breaks. The quality assurance representative signs off on the process once complete and a copy of this report is sent to the customer.
- **Localization Engineering** – our internal team of Software and Document Engineers provide an array of services for standard document translation and Software localization processes. These include initial content analysis and leveraging against existing Translation Memory, pre-translation engineering, post-localization engineering, software analysis, online help engineering, software rebuilds, bug verification, as well as the creation of suitable parsers and establishing the most efficient workflows in Software and web localization processes.
- **QA/Testing** – our QA Team is a key step in the assessment of eLearning, Software, and web content as well as before Client delivery. This Team provides various Testing Services, like Internationalization testing, Localization functional testing, Localization UI testing, Linguistic testing (training Linguistic teams on testing requirements and reviewing test cases were followed), Update testing. This team is also responsible for appropriate project scoping, test case creation, test planning, and management, as well as bug/defect management during the localization process.

ULG will provide Region 4 Education Service Center with a dedicated project team augmented with computational linguists, terminologists, and lexicographers. These resources have the technical capability and experience to analyze language and language assets, such as terminology and translations memories, and define language asset strategies that can increase leverage for Region 4 Education Service Center and maximize quality through consistency. Through this unique team, we



have shown our customers a proven ability to systemically drive down investment, time, and overhead of the language process.

ULG Interpretation Services

With more than 37 years of experience, ULG offers a complete portfolio of Translation and Interpretation Services (on-site and remote, consecutive, or simultaneous). These solutions are led with emotional intelligence, responsiveness, and quality and are supported by project tracking and customizable real-time reporting.

ON-SITE INTERPRETING (OSI)

- Fully vetted, specialized linguists with industry and terminology certification and knowledge
- Confidential – compliant privacy laws
- High level of professionalism, emotional intelligence, and empathy
- Industry-leading technology to streamline booking and tracking process

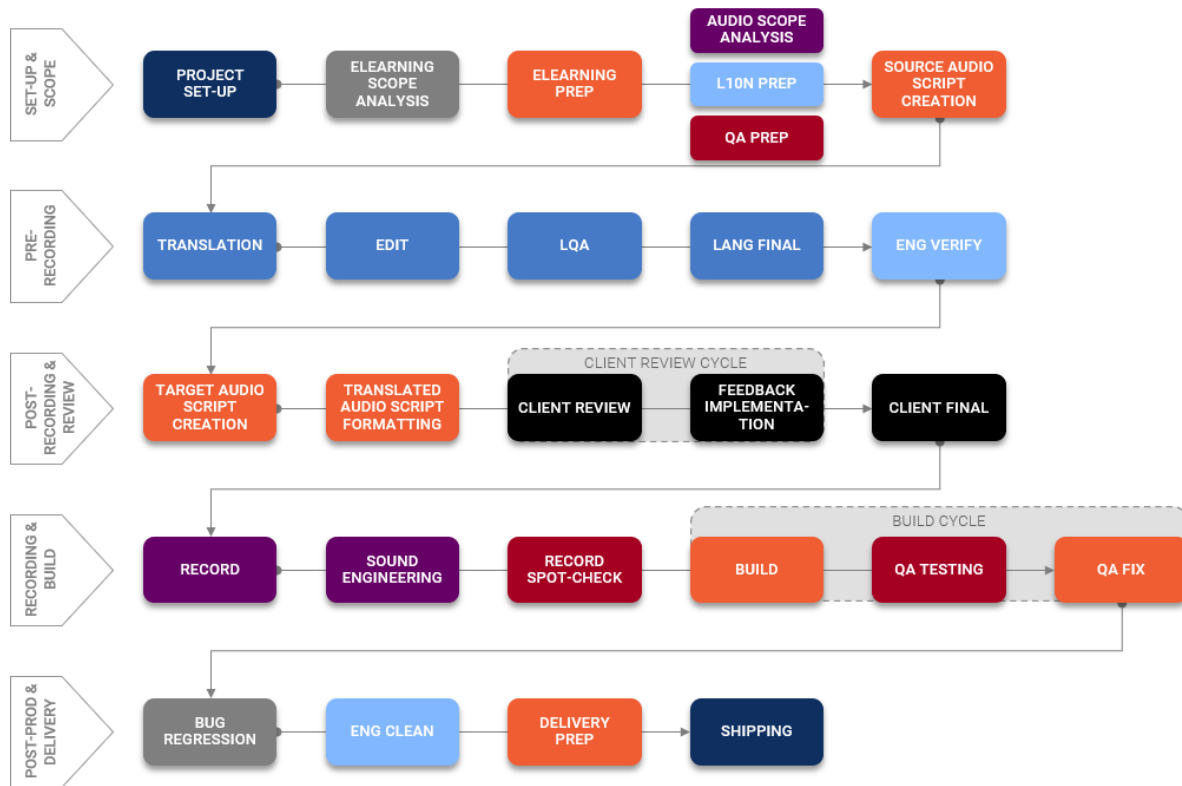
OVER-THE-PHONE INTERPRETING (OPI)

- Qualified and specialized interpreters in over 200 languages
- Real-time and proactive Quality Assurance Monitoring
- 24/7/365 call center capabilities
- Cutting-edge telephony technologies
- Secure and reliable connections
- Standard and unique languages
- Dynamic real-time reporting

VIDEO REMOTE INTERPRETING (VRI)

- 24/7/365 access and support
- HITRUST compliant solution to ensure confidentiality and regulatory requirements are met
- Minimal footprint and data bandwidth needed
- On-demand access to 50+ languages
- Industry-leading devices for any application

Our standard eLearning L10N process is outlined below. This process is fully customizable and adaptable to the Region 4 Education Service Center process requirements and content types.



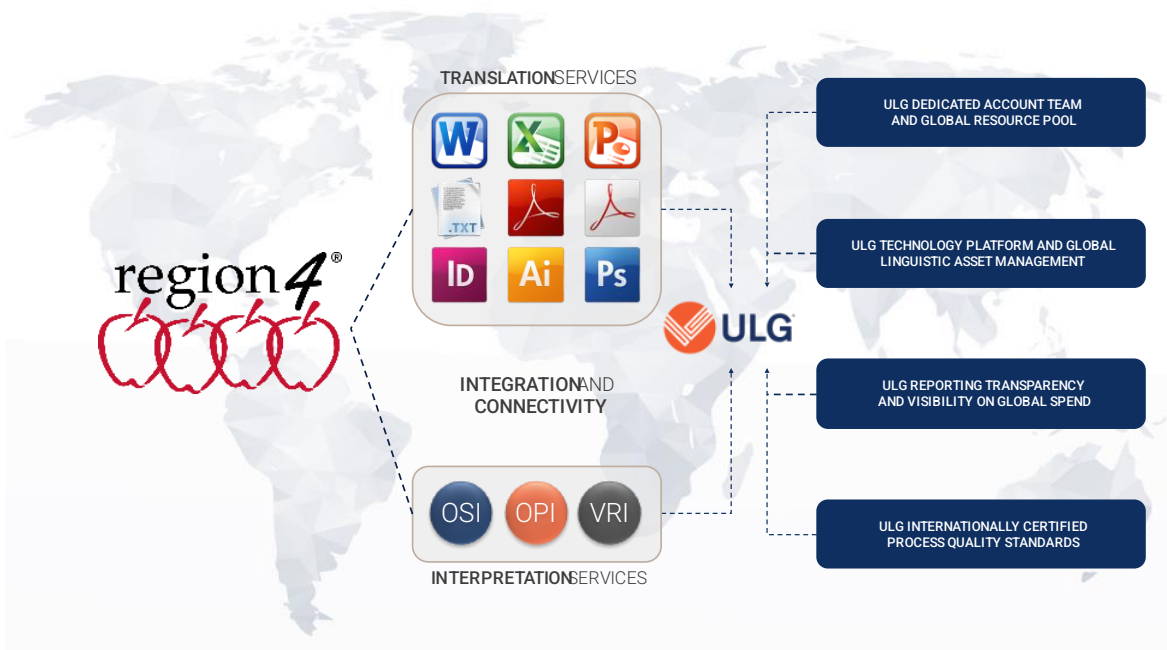
The ULG proposed solution would support Region 4 Education Service Center with the ability to connect all project types to our specialized global linguistic team, specializing in a given vertical. It would also provide a language technology that can reduce investment and time while improving visibility in the management of projects.



ULG's Innovation & Technology

Driving Efficiency, Reducing Cost and Time

ULG's Technology Platform typically improves **project turnaround time by a minimum of 15-20%**



ULG works with all major DTP/Graphic Design, e-Learning and Audio/Video applications including, but not limited to the following: MS Office Suite (Word, Excel, PowerPoint, Publisher, Access, Visio), Adobe Creative Suite (InDesign, Illustrator, Photoshop, Acrobat), FrameMaker, QuarkXPress, PageMaker, QuickSilver, Articulate Storyline, Lectora, Camtasia, Captivate, audio and video files (WMA, WAV, MP3, AIFF, MP4, WMV, AVI, AE, SRT, etc.), graphic files (PSD, AI, EPS, TIFF, JPG, PNG, GIF, SKETCH, etc.), HTML, XML, TXT, Flash, Java, Software Strings (Linux Based, MS Visual Studio, Etc.), Webworks, RoboHelp and AutoCAD files.

We offer a wide range of Translation Services to support Region 4 Education Service Center business, including the ability to edit, proof and layout translated content for print and digital use and rapidly adapt to local audiences, as well as a full spectrum of Interpretation services, including On-Site Interpretation (OSI), both simultaneous and consecutive, Over-the-Phone Interpretation (OPI), and Video-Remote Interpretation (VRI) services.

Our services are offered 24/7/365 to ensure continuous global coverage. We understand better than any other organization the impact of consistency in Translation and Interpretation objectives based on direct experience supporting over 200 languages.



Proprietary Technologies

Below are more detailed descriptions of our proprietary technologies and how these offerings can benefit Region 4 Education Service Center and its users:

- **Octave® TMS** – ULG's proprietary online application for account and project management. Octave TMS allows global access to current project status, new job submission, pending estimate review, and invoices. Additionally, in-country reviewers and third-party reviewers have online, in-context review capabilities for language validation, with a live connection to the Translation Memory for real-time updates and improvement. The Octave system has customization capabilities for individual users, SOPs, and systems. Octave is a flexible online platform that can be further integrated with customers' CMS, document management, and labeling systems utilizing ULG's second tool, Octave Connector.
 - **Cloud-Based Translation Management System** – Our cloud-based translation management technology allows multiple linguists access to validated content in real-time, allowing consistency with concurrent or large-scale projects.
 - **Project Tracking** – Region 4 Education Service Center can track project progress online, in real-time. Project Status information is broken down by the various steps throughout the designed workflow and is available on different levels, including project, language, and individual file levels.
 - **Reporting Dashboard** – ULG provides a variety of standard and customized reports through our web-based project management system. Region 4 Education Service Center users can access various detailed reports, including financial reports providing budget and spending details and translation memory reporting.
 - **In-Country Review (ICR)** – is an online and in-context process built into the localization process, before delivery. ULG's ICR process and CAT tool are integrated into the TMS, which allows insight, control, and coordination throughout the review process.
- **Octave API** – Octave API establishes a secure, efficient transmission of data between systems. With a simple Connector, the project scope and source file(s) are automatically sent to Octave's TMS, and the job request is queued for ULG workflow deployment. The Connector will also allow for faster deployment of new digital assets and deliver these translations directly to Region 4 Education Service Center CMS, thus removing the manual import and export process that Region 4 Education Service Center currently has.
- **Octave MT** – ULG developed the world's fastest, most flexible Machine Translation (MT) solution. Backed by nearly two decades of research and development from our team of linguistic scientists and developers, this lightweight software combines the accuracy of traditional linguistics-based technology with customized Neural MT technology. This unique hybrid solution has the power to mirror your corporate voice – right down to your industry terminology and jargon – while protecting your privacy.
- **Octave X** – ULG's process for managing Region 4 Education Service Center Translation Memories to optimize content use and ROI. The Octave X process is simple and effective, providing Region 4 Education Service Center an average of 65% cost savings as Translation Memories are set up, exchanged, consolidated, and distributed.
 - **Translation Memory Management** – ULG will analyze and structure existing Translation Memories and Glossaries to ensure existing content is being utilized to drive consistency between projects and linguist teams.
 - **Terminology Management** – As part of the implementation, ULG can create industry or market-specific terminology in required languages to drive consistent use of terms through all documentation.

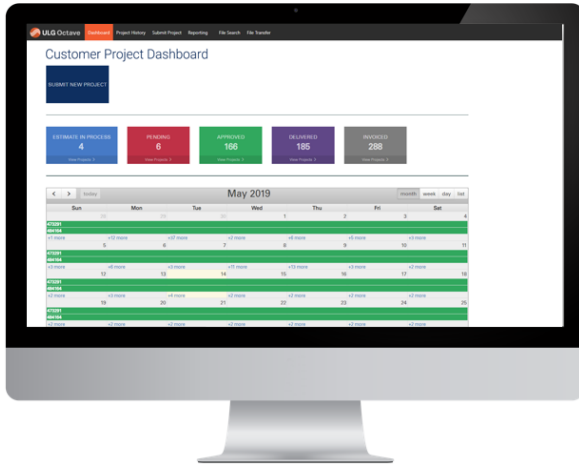


- **Automated QA** – Integrated QA tools reduce the risk of translation errors and increase quality.
- **Customer Resource Center (CRC)** – ULG provides a complimentary web-based portal to support Region 4 Education Service Center users with all Interpretation services. CRC allows Region 4 Education Service Center users to manage interpretation services (i.e. pre-schedule OSI appointments, including specific assignment requirements) as well as access a customized dashboard showing appointment detail and reporting. The dashboard includes Service Level Agreement (SLA)-related stats and invoicing, standard and customized reports, based on Region 4 Education Service Center global and divisional requirements. ULG reports are available to Region 4 Education Service Center users online 24/7/365. Reporting dashboard technology helps ULG and Region 4 Education Service Center monitor usage and quality to create efficiencies and generate significant savings.
- **Computer Telephony Integration (CTI)** – ULG’s industry-leading CTI workstation interfaces with our database of fully vetted and qualified interpreters to connect the representative and the LEP caller to the appropriate interpreter. Through our automated call routing capability, ULG sets attributes against linguists and callers to build the appropriate workflow and ensure that only linguists who meet the specific requirements set by Region 4 Education Service Center are connected. Our telephony platform is supported by state-of-the-art technology that provides quality lines, giving clear and effective communication. ULG utilizes an extensive set of tools to provide best-in-class visibility to Region 4 Education Service Center and to meet your unique needs. ULG offers multiple call flow options, including **IVR, SIP header/DTMF transfers** or a live operator lead option, or a combination thereof. ULG can facilitate alpha and numeric data capture, third-party dial-outs, line audibility, and confirmation of connection to the correct interpreter. Other intelligent routing capacities include direct-connect options to live interpreters by language/specialism or via dial prompts; all interpreters are assigned specific attributes allowing us to segregate interpreter populations to ensure each call is interpreted with precision.
- **Video-Remote Interpretation Platform** – ULG’s VRI solution is delivered over the web via tablets or laptop computers. ULG can provide a VRI cart that is easy to use and compatible with several different clinical environments. The cart features a JBL Flip 4 Portable Bluetooth Speaker and a 12.9-inch Apple iPad Pro Wi-Fi 64 GB, for the most demanding healthcare settings while still maintaining a nimble and agile setup. Programmed with ULG’s VRI software module, the cart can be used in outpatient, rehabilitation, pediatric, front office, behavioral health, long-term, and short-term care settings. It includes a height-adjustable arm as well as a universal tablet bracket, tablet tilt, pan and rotation, and concealed cable management. ULG’s VRI software also requires limited bandwidth, allowing users to easily connect with an interpreter from anywhere, at any time. If you are interested in our purchase or lease programs for the VRI cart, we can discuss these options at a later point.



ULG OCTAVE TRANSLATION MANAGEMENT SYSTEM

ULG’s proposed solution provides Region 4 Education Service Center access to ULG’s translation management system, OctaveTMS. This platform can reduce investment and turnaround time while improving visibility and consistency in the management of projects. By enabling all Region 4 Education Service Center users to submit files in the way and format they are most comfortable with while channeling all jobs into a centrally managed and maintained global language platform, Region 4 Education Service Center will have improved visibility and reporting.



Secure, Web-Based Translation Management

Octave allows clients to submit and track projects in real time from anywhere in the world, whenever they want

- Submit Projects
- Receive Estimates
- Track Project Progress
- Manage Terminology
- Real-Time Analytic Reporting

Centralization – An unlimited number of groups and users within Region 4 Education Service Center can connect to Octave TMS for project estimates, submissions, real-time tracking, and reporting. ULG can easily accommodate any group or team member wishing to use the platform and provides administration, support, and training to all Region 4 Education Service Center users. Octave’s main benefits as a global language solution for Region 4 Education Service Center are as follows:

- Eliminates unnecessary manual processes to improve project turnaround time.
- Provides secure and encrypted content workflow for Region 4 Education Service Center.
- Connects the Language Asset technologies identified earlier in this document to all projects.
- Provides visibility and business reporting, spend, and performance KPIs to keep the language solution visible and on track.
- Creates a foundation to centralize and visualize spend for Region 4 Education Service Center to support overall regional business intelligence around cost and content that will drive market success.

Centralization under Octave TMS typically improves project turnaround time by a minimum of 15-20% and helps us to maintain a 100% on-time delivery rating and 98% error-free translation rating.



Cutting Edge Interpretation Technology

ULG has a forward-thinking approach towards technology, which is ever-changing, including text message appointment scheduling, fully secure web-based portal, amongst other possibilities. This applies to all services, including OPI, VRI, and OSI.

ULG's 24/7/365 US-based call is located in San Antonio, Texas. All calls are handled from this facility. Through our call routing capabilities, we can ensure that all calls are handled and interpreted by individuals that are fully vetted, trained, and authorized to provide services to Region 4 Education Service Center.

ULG leverages technology in our interpretation services with two main goals in mind:

- To improve call quality/end-user satisfaction
- To efficiently train our interpreters to support each client's specific needs

ULG's proprietary and industry-leading Computer Telephony Integration (CTI) workstation interfaces with our database of fully vetted and qualified interpreters to connect the representative and the LEP caller to the appropriate interpreter.

Through our automated call routing capability, ULG sets attributes against linguists and callers to build the appropriate workflow and ensure that only linguists who meet the specific requirements set by Region 4 Education Service Center are connected. Our telephony platform is supported by state-of-the-art technology that provides quality lines, giving clear and effective communication.

ULG utilizes an extensive set of tools to provide best-in-class visibility to Region 4 Education Service Center and to meet your unique needs.

ULG offers multiple call flow options, including IVR, SIP header/DTMF transfers or a live operator lead option, or a combination thereof. ULG can facilitate alpha and numeric data capture, third-party dial-outs, line audibility, and confirmation of connection to the correct interpreter. Other intelligent routing capacities include direct-connect options to live interpreters by language/specialism or via dial prompts; all interpreters are assigned specific attributes allowing us to segregate interpreter populations to ensure each call is interpreted with precision.

ULG's Computer Telephony Integration (CTI) system allows us to automate the management of staffing levels and schedule adherence tied to forecasts of call volumes and helps our contact center to achieve the optimum balance of resources to meet service level performance goals. The CTI ensures that interpreters with the right skills are scheduled at the right times, while centralized forecasting and scheduling manage staffing at the enterprise level. We proactively manage SLAs by the client and can make specific adjustments as missed SLA's are flagged accordingly. Staff models can be altered based on the need by proactively engaging the interpreter pool to come online during volume upticks and spikes. The CTI will also provide Region 4 Education Service Center access to real-time reporting metrics.

It is crucial to ULG that we are a true partner, and part of that is figuring out what Region 4 Education Service Center needs and how to make it happen. ULG will collaborate with Region 4 Education Service Center and provide industry-leading experts and proven best practices to deliver a customized solution aligning procedures, processes, and our dynamic CTI system to your specific goals. ULG's solution and call flows can be easily tailored and augmented to support various needs and specific requirements.

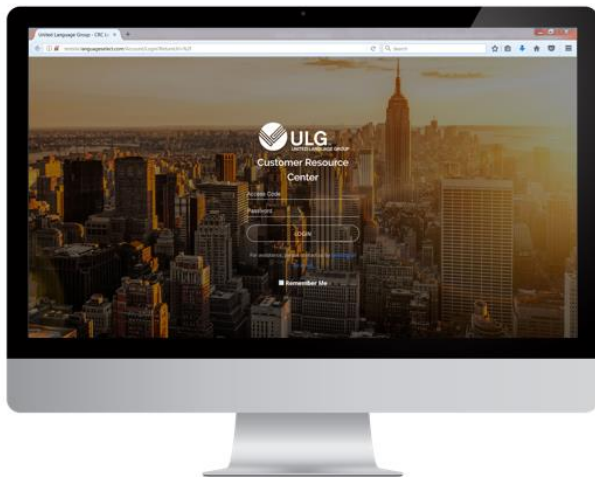


ULG CUSTOMER RESOURCE CENTER FOR INTERPRETATION

ULG’s proposed solution provides Region 4 Education Service Center access to ULG’s Interpretation portal, Customer Resource Center (CRS). This platform can reduce investment and turnaround time while improving visibility and consistency in the management of interpretation services.

CRS provides detailed information and reporting, as well as booking and scheduling features for all interpretation services, including In-Person-Interpretation (OSI), Over-the-Phone-Interpretation (OPI), and Video-Remote-Interpretation (VRI). CRS enables all Region 4 Education Service Center users and different divisions to submit requests and monitor usage in the way they are most comfortable with while channeling all requests and data into a centrally managed and maintained global language platform.

This provides Region 4 Education Service Center with improved visibility and reporting globally and for each separate account.



Interpreting Services

Secure, Web-Based Customer Center

Track your minutes, review invoices, watch your language usage trends, and get real-time reporting from our interpreting team at ULG

-  Download invoices
-  Track spending
-  FAQ and Supporting Documentation
-  Real time minute updates
-  Real time reporting



ULG Data Privacy and Security

Protection and Security to Enhance Compliance

ULG features a best-in-class Data Privacy and Security policy. The framework of our policy begins with our ISO 27001:2013 certification. Information Security Management best practices help organizations protect information and manage risk effectively. At ULG, all documents and data are protected through the ISO 27001 maintenance process, which includes disaster recovery testing, ongoing asset control, access management (physical and electronic), as well as its risk management process.

We have a full suite of policies and procedures that cover the following areas of risk:

- IT Security Policy
- Access Control including Remote Access
- Data Classification
- Acceptable Use of Client Data (Processing, Storage & Distribution)
- Incident Handling (including Breach)
- Business Continuity and Data Recovery Plans
- Destruction (Data & Equipment)
- Operational Procedures

Our OPI services are managed out of multiple data centers, allowing ULG to take over 10,000 calls simultaneously. By leveraging multiple telecommunication providers and utilizing a fully redundant and load-balanced technology infrastructure, ULG can manage volumes and risk accordingly and have greater application stability. ULG has automatic failover in the event of an issue at a site and can shift calls between sites as needed. Failover tests are run annually; however, we also use our failover capabilities to shift calls from one data center to another when maintenance is performed with no loss of services to our customers.

ULG has extensive experience managing privacy and utilizes strict internal and external processes and technologies to ensure all PII/PHI data is protected. ULG has a strictly enforced and approved process to ensure compliance with HIPAA requirements for PII and PHI. ULG does not record calls or maintain records related to patient info.

All employees and linguistic resources must complete initial and ongoing annual training requirements regarding Personally Identifiable Information (PII), Protected Health Information (PHI), and the Health Insurance Portability and Accountability Act (HIPAA). Additionally, ULG ensures all team members follow a chain of custody processes, which are implemented and managed through training and technical support:

All staff onsite in the call center are bound by Business Associate Agreements including strict confidentiality and HIPAA compliance requirements. When relevant, ULG requests that clients enter into a written Business Associate Agreement (BAA) for all unidentified PII/PHI content. ULG's employees support the client's responsibilities for identifying and protecting PII/PHI information and by informing clients of any suspected PII/PHI content that has not been identified as such.

At a local retention level, all resources sign comprehensive confidentiality and data security agreement. Based on specific client and project requirements, additional measures may be taken, such as additional confidentiality and data retention agreements as well as certificates attesting to the deletion of data on translators' local devices.



Business Continuity

To ensure the safety of all employees and the resumption of normal business operations in the event of a disaster/disruption, ULG has implemented a series of global processes:

- Six **Tier-3** Global Data Centers and one Cloud-based **Tier-4** Data Center
- Rigorous **24/7 Infrastructure Monitoring** with auto alerts and reporting
- **Four Tier-1** Telecom Carriers
- Third-Party **24/7 Telecom Monitoring** with auto alerts and reporting
- **Six Global** Service Production Sites providing redundancy and cross-service support
- Robust **testing & implementation protocols** to support software upgrades

Disaster Recovery



Recoverable data and business management records are maintained at an off-site storage facility. All data is backed up daily and immediately available for restoration to off-site systems, through ULG's provider's network interface. All ULG employees have been trained on our DRP and are knowledgeable in the process and their role in the event of a disaster.

Risk Mitigation

ULG strongly believes in customizing our approach and solutions to align with the unique requirements of each client partnership. To successfully achieve this goal with Region 4 Education Service Center, ULG will provide information and advice to mitigate risk as a critical and required level of support.

Our Risk Management Policy provides an overall structure on how ULG will assess, manage and control risk. It identifies the elements of risk analysis throughout our business and documents how ULG addresses risks and opportunities working with Region 4 Education Service Center. The above process, along with the *QQAM0001 QMS/ISMS Manual* (which discusses risk management and risk-based thinking in the context of the overall management system), is consistently followed and applied by ULG when assessing risks associated with steps and processes, including the onboarding phase.



ULG Language Quality Management

Reliable and Consistent Service Delivery

ULG’s quality approach is the cornerstone of how we will work with Region 4 Education Service Center to provide reliable delivery and comply with federal, state, and local laws and Region 4 Education Service Center needs. ULG utilizes a variety of processes to monitor our performance aligning to internal client-specific key performance indicators (KPIs). Our Quality Management System is an organized structure of responsibilities, activities, and resources, which collectively ensure not only ULG’s quality requirements are met, but, equally importantly, that those of our clients are met. ULG judges our progress toward ultimate language excellence by leveraging data collected through reports and identifying opportunities to enhance the client experience. ULG also surveys clients and end-users to measure satisfaction and immediately address areas for improvement.

ULG has achieved success by focusing on quality business practices and value-added training driven by ISO certifications, Lean Six Sigma methodologies, SOPs, and ULG’s Client Services teams. ULG’s quality systems are audited regularly to ensure they align with the regulations set by various agencies. Additionally, ULG has defined training procedures to measure both compliance and competency.

The combined effect of the ULG’s Global Quality Management solution will contribute significantly to cost savings and process excellence and will help build confidence and resilience in the provision of language services, allowing your teams to have more time to focus on core activities.

QUALITY CERTIFICATIONS



‘True North’ is defined as the highest ideal a company can reach. At ULG, our true north is a persistent practice of daily improvement performed by everyone on our team. We know that opportunities for quality improvement constantly present themselves, and at the heart of our company is the goal to unearth and pursue these opportunities at every turn.

Certified to:

ISO 9001:2015

Developing, implementing, and improving the quality management process

ISO 13485:2016

Medical Devices Quality Management Systems, requirements for regulatory purposes

ISO 17100:2015

Process, operation, and management requirements for accurate translations

ISO 27001:2013

Information Security management

HITRUST Certification 2019

Our Quality Commitment



HITRUST



FISMA



FedRAMP





Translation Quality Management

Key term inconsistency at Region 4 Education Service Center across multiple groups significantly impacts the investment and turnaround time of projects. While individual projects and groups may not see the difference on a per-project basis – the Region 4 Education Service Center's annual, global investment, can equate to hundreds of thousands of dollars and months of wasted time.

Our extensive experience includes a pool of subject-matter-expert linguists with a track record of success maintaining appropriate style and tone of voice across engaging, narrative-type content requiring a certain delivery and tone to be effective with global, local, and specific audiences.

- **Translation Memory** – ULG's approach to Translation Memory (TM) is designed to deliver a compelling and engaging experience to the Region 4 Education Service Center customer. More than just the 'tool' – ULG has a team of dedicated terminologists and computational linguists that analyze content for maximum re-use, TM structure, and maintenance needs.
- **Terminology** – Our Region 4 Education Service Center dedicated lead linguists and terminologists will proactively create and recommend the terminology that contributes most effectively to the Region 4 Education Service Center globalization strategy, ensuring you are not just speaking the right language in the specific market, but also capturing the maximum possible opportunity in each of your target audiences.
- **Style Guide** – Language services at ULG are about more than just 'translated words'. Dedicated lead linguists will help build out an appropriate style and tone to reflect a consistent Region 4 Education Service Center voice. This maximizes client engagement of the final content and reduces time-to-market.

Interpretation Quality Management

ULG's over-the-phone interpreting solution is founded on quality and consistency. ULG developed a network of highly trained interpreters who undergo ongoing screening to ensure the accuracy and effectiveness of each call, with support from industry-leading technology.

- **Technology** – ULG enforces strict change management control processes to support software or infrastructure updates. ULG utilizes the latest resources to ensure rapid connections and secure communication. The technology we invest in eliminates the possibility of failed communication, and our networks contain built-in safeguards against dropped calls or connectivity issues.
- **Security** – Our language solution meets the needs of regulated markets. It was specifically developed to align with the risk management and quality assurance protocols of our clients in the regulated manufacturing industry with compliance with state and federal requirements.
- **Interpreters** – All interpreters undergo specialized training that ensures industry-leading interpretation quality, confidentiality, and professionalism. ULG's interpreters receive language and subject competency testing and must pass the Code of Conduct & Ethics training. Additionally, all phone interpreters are trained for the unique conversational challenges of telephonic communication.
- **Ongoing Monitoring** – ULG performs ongoing monitoring and training of our interpreters. This includes silent listening, client feedback upon call completion, and offering continued education.



ULG’s interpreters and translators comply with federal, state, and local laws and regulations, and demonstrate professionalism and cultural sensitivity, maintain impartiality and show respect to the individuals they serve and disclose any real or perceived conflict of interest that would affect objectivity in the delivery of services. ULG has a very strict Linguistic and Interpreter selection and testing process, followed by in-depth training and evaluation and continuous improvement.

Translator Qualifications

[Redacted content]

Interpreter Qualifications

For interpreting, ULG employs leading technologies and the best linguists in the industry. Our interpreters can support Region 4 Education Service Center in more than 200 languages and are available around the clock. All ULG interpreters have been vetted through vigorous processes and complete the following:

- Detailed background checks
- Third-party language and interpreting assessments
- Code of Conduct and Ethics training

All Interpreters must:

- Be tested, qualified, and/or certified by an independent professional organization or association recognized as qualified by the industry in English and the target language.
- Have documented proof of two-plus years of experience working as an interpreter.
- Demonstrate a wide range of skills that include vocabulary and pronunciation, protocol, code of ethics, cultural awareness, professionalism, impartiality, empathy (Emotional Intelligence), and confidentiality.
- Meet language proficiency requirements in English and the target language.
- Pass an encounter management assessment in a realistic roleplay scenario.



All Interpreters utilized to perform medical interpretation services must meet the following minimum qualifications:

- Minimum of two years of professional experience in medical interpretation.
- Pass an exam that measures proficiency in medical terminology.
- Pass an exam that assesses interpreter protocol and general vocabulary.
- Completion of HIPAA training.
- Pass assessments of live call performance monitoring performed by ULG's Quality Assurance team.

During the testing and vetting stage, interpreters are screened, evaluated, and tested following ULG's documented quality and language proficiency policy.

Interpreters are required to demonstrate full proficiency in:

- Accuracy
- Advocacy
- Protocol
- Ethics & Respect
- Competency
- Cultural Awareness
- Professionalism
- Role Boundaries
- Impartiality
- Confidentiality
- planation that can be understood by all.



Translation Quality Assurance

The initial linguistic evaluation process includes a timed test, evaluated by a linguist fully qualified per the ULG qualification process, using the most appropriate industry content and/or application for a required area of specialization.

Once a new linguist is added to the database, evaluations are performed on their initial projects by editors who are fully qualified per our qualification process. Evaluations must be passed to be considered fully qualified in a given vertical.

On-boarded linguists are subjected to a continuous evaluation process through the following:

- **Internal Quality Defect (IQD)** – We track linguistic quality by applying our internal quality assessment audits to a regular sample of translation projects. Terminology, grammar, and style errors are tracked as part of the process and fixed before being returned to the customer. Quality reports are regularly reviewed with translators to improve translation quality and process.
- **Linguist Performance Monitoring and Rating System** – This system includes our quality assessment results mentioned above, as well the monitoring of linguists according to accuracy, process adherence, communication, and consistency. Through this ongoing independent quality assurance process, we can hand-select and utilize only linguists that achieve consistently strong performance and quality results.

Interpretation Quality Assurance

ULG utilizes an improvement methodology that includes ongoing review and monitoring of resources. After an interpreter meets hiring requirements, our Quality Assurance Program conducts two types of monitoring to grant continuing active eligibility of the interpreter:

- **Continuous Random Monitoring** (Ongoing/Daily) – Continuous Random Monitoring includes a quality assurance member listening in on live interpreter sessions and summarizing feedback directly to the interpreter.
- **Selective Specified Monitoring** – broken down into two categories:
 - **Selective Educational Monitoring** (Continuing Education Program) – This is monitoring ULG does daily for educational and training purposes. With this type of monitoring, we are randomly selecting interpreters, languages, and specialists for a quality review. The purpose of this is to assess individual performance, provide feedback as needed, and follow-up or upgrade their status depending on the results.
 - **Selective Requested Monitoring** (Customer or QA driven) – Quality monitoring, is completed with specific goals or driven by specific reasons, such as custom client QA requests, specific interests related to languages, and/or specialisms. These types of reviews are more targeted and focused to drive specific results, and proactively manage service-related gaps related to language or specialism.

Feedback details from each type of monitoring session, as well as client feedback, are recorded and tracked for each interaction. This data is utilized to drive quality, improve training, and provides a method for constant evaluation to ensure ULG is driving quality by putting the highest-performing interpreters in front of our clients.



Customer Satisfaction and Deviation Handling Process

Client complaints follow a six-step problem-solving corrective and preventative action (CAPA) process recorded within the quality management system. All errors are fixed immediately and given high priority to ensure issues are addressed promptly. We then conduct a formal root cause analysis, determine any corrective actions needed and monitor the effectiveness of these corrective actions. Formal communication is maintained with the client during our investigation process and we seek the client's acceptance of our corrective action plan to close out the process.

ULG procedure for Customer Communication, Feedback, and Complaints align to meet the specified reporting criteria of adverse events or possible advisory notice situations. *QSOP0014 Advisory Notices* provides for a system and instructions for the reporting of possible advisory notice situations and the response to client-initiated advisory notices.

Customer feedback, complaint, and/or reporting to regulatory (if applicable) is documented as per:

- Customer complaints (QSOP0013)
- Client surveys (QSOP0007)
- Client audits (QSOP0002)
- Field action monitoring (QSOP0007)
- Risk Management Policy (QSOP0011)

Complaint Resolution Process

As part of our commitment to quality and customer satisfaction, ULG takes a proactive approach when addressing challenges that may arise, offering creative and effective solutions. ULG views this as a part of the process to improve our partnership with Region 4 Education Service Center. Issues can be reported through the Customer Resource Center portal or by contacting ULG's Customer Care Team via phone or email.

The Customer Care Team classifies incoming service alerts:

- Call center service
- Interpreter quality
- Telecom issues
- Network issues

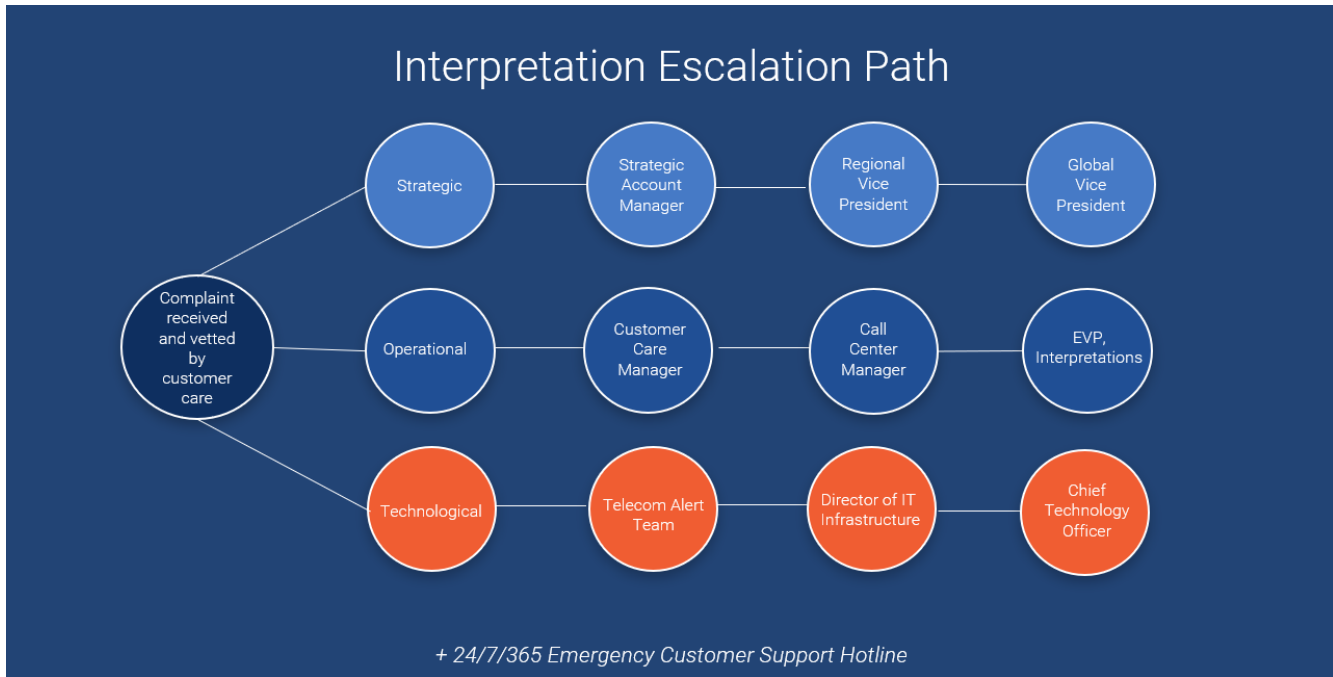
All reported service alerts will go through a rigorous process to identify the root cause and take corrective or preventative actions. All results are reported back to designated stakeholders.

ULG provides a tiered escalation process to formalize complaints received from Region 4 Education Service Center. The below process defines the escalation points of contact:

- The Account Manager and Customer Care Team have responsibility for logging all complaints in the ULG complaint log for a thorough investigation as per the ULG Corrective Actions and Corrective Actions SOP.
- Complaints are escalated through to the relevant department dependent on the escalation that has been received and investigated with the internal workgroups.
- Full investigations are then reported with corrective action and preventative action provided including timelines for resolution.



In the unlikely event that a critical issue arises, ULG provides clients 24/7/365 support through a designated operational and technical resource.





ULG SLA, KPI, Finance, and Reporting

ULG operates on a 24/7/365 model for our interpretation and translation services.

We have a local US presence, with headquarters in Minneapolis, an interpretation services center in St. Antonio, Texas, and a large linguist base within the country.

For written translations, we will confirm quote requests within three hours of receipt. The same applies to PM response time. ULG estimates each document translation project, including time estimates, within 24 hours of receipt of the source files and project scope. Estimates start from a formula that considers word count, Engineering, QA, Desktop Publishing, Quality Control, and other requirements and additional validation procedures. This formula allows ULG to communicate its project timeline requirements to client stakeholders through the project estimate. ULG strives to estimate projects as accurately as possible and understands the importance of quick turnarounds with every project.

For standard projects, our linguists translate at a pace of roughly 2,000 words per day. The translation portion is most often the bulk of the timeline, with each language being translated simultaneously. With rush projects, ULG sometimes may recommend the use of multiple translators.

Lead time and turnaround time depend on the size and scope of the project, including the number of words, the number of target languages, the format of documents or materials to be translated and localized, and the incorporation of optional steps such as usability testing and other factors.

ULG can accommodate any deadline that comes up during business. At times, rush projects may require changes to standard processes, which we review with a Region 4 Education Service Center decision-maker before implementing. For example, in the event of a rush, we can assign multiple translators for each target language to work on the same document at the same time.

In terms of interpretation services, our On-Site-Interpretation (OSI) services require pre-scheduling, usually a minimum of 48 hours before the appointment, but we can accommodate different deadlines, based on Region 4 Education Service Center requirements.

Our Over-the-Phone Interpretation (OPI) and Video-Remote-Interpretation (VRI) services are offered on-demand in over 200 languages.



Key Performance Indicators

ULG utilizes standard internal and client-specific key performance indicators which are continuously monitored and reported on to ensure continuous improvement.

Dedicated Reporting – The ULG technology platform provides the basis for dedicated and customized reporting which channels into monthly status or Quarterly Business Reviews supported by ULG's Region 4 Education Service Center Account Team. These reports bring transparency to the quality of our language services – identifying areas for focus and improvement as well as success. The reports also provide clear financial information, including investment and total cost savings achieved through the centralized language solution ULG is proposing in this document. Ultimately, the governance process will ensure ULG is accountable to deliver on the value we are committing to in this response.



The following quality metrics and KPIs are measured monthly as part of our scorecard process. Each KPI contributes to the overall quality of service delivered to Region 4 Education Service Center and key indicators of accuracy, customer satisfaction, and improvement:

- **External Quality Defect (EQD)** – All customer complaints and defects are tracked for root cause analysis and immediate customer resolution. Management reviews defects monthly to look for patterns, trends, and areas of improvement. We currently maintain a 98% job quality rating.
- **Internal Quality Defect (IQD)** – We track linguistic quality by applying our internal quality assessment audits to a regular sample of translation projects and interpretation interactions. Terminology, grammar, and style errors are tracked as part of the process and fixed before being returned to the customer. Quality reports are regularly reviewed with linguists to improve quality and process.
- **Linguist Performance Monitoring and Rating System** – This system includes our quality assessment results mentioned above, as well the monitoring of linguists according to accuracy, process adherence, communication, and consistency. Through this ongoing independent quality assurance process, we hand-select and utilize only linguists that achieve consistently strong performance and quality results.
- **On-time delivery (OTD)** – We track and monitor project delivery stats for every project to ensure we meet the guaranteed turnaround times. We currently average 99% on-time delivery, with 35% of projects being delivered early.
- **Productivity** – Our Client Services team actively tracks customer feedback, quality defects, turnaround time, project manager productivity, translator performance, and other key performance metrics as part of a Client Services Department scorecard.
- **Utilization** – Comparing translation volumes against utilization numbers is an effective way to identify ULG's capacity for scalability, planning for account growth, and management of high-volume projects.
- **Translation Memory Leveraging Analysis** – Reporting on Translation Memory (TM) Leverage allows us to identify trends and cost savings as well as content re-use, to advise on TM grouping to maximize the TM leveraging.
- **Supplier Adherence** – This metric ensures Region 4 Education Service Center gets the same high-quality teams and results for every project. This allows us to invest in training and familiarization with our linguistic teams to help ensure that they act as an extension of your organization with applicable knowledge around the nature of your process.
- **Monitoring Customer Satisfaction** – Project Managers and Management are in frequent contact with Region 4 Education Service Center to ensure ongoing satisfaction. Our Management contact clients once a quarter regardless of whether the clients respond to surveys or provide feedback, to ensure their needs are being met and we are exceeding expectations.



ULG understands that communication and the sharing of data drive better decision-making and provides transparency, comfort, and support. ULG's OPI services offer a complimentary web-based Customer Resource Center, where Region 4 Education Service Center can access a customized dashboard showing call detail and reporting. The dashboard includes Service Level Agreement (SLA)-related stats and invoicing.

ULG can also deliver client-specific reports related to contractual metrics, audit requirements, and custom reporting requests. The multitude of reports that ULG offers allow Region 4 Education Service Center to not only track metrics but also assist ULG's operational team and Region 4 Education Service Center to access information that is vital to tracking trends that can drive decision making. ULG's customer care team augments the Region 4 Education Service Center customized dashboard. ULG's standard and customized reports are available to Region 4 Education Service Center online 24/7/365. Additionally, metrics are tracked for trend analysis and improvement plans and provided to Region 4 Education Service Center regularly.

OPI standard reports include:

- Call Duration
- Call Volume & Distribution
- Caller (Department)
- Language Utilization
- Data Points
- Rates & Charges
- SA (Speed of answer)
- ICT (Interpreter Connection Time)
- DCT (Data Collection Time)
- Abandoned Calls
- Abandonment Rate
- Call Detail Summary

ULG is a unique and flexible provider that establishes service in a way that best works for Region 4 Education Service Center. During the implementation phase of the induction, ULG captures all program requirements to deliver a service that aligns with the agreed SLAs and reporting objectives of Region 4 Education Service Center. Several options allow ULG if needed, to track and measure delivery and usage including (but not limited to) assigning dedicated toll-free numbers (by zone), individual access codes (by zone or user), pin codes (by zone or user), or a combination of the above.

ULG can capture as many client-side data fields as required while streamlining the data capture requirement through automated workflows and supported through operators (where required). Weekly, monthly, quarterly, and customized reports will be provided by the dedicated Account Manager or through ULG's online Customer Resource Center.



TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A

A. TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

United Language Group, Inc.

Solicitation #21-06

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of August 25, 202X by and between United Language Group, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Interpretation and Translation Services and Related Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R _____ for RFP 21-06 ("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 United Language Group, Inc.

Address 1600 Utica Avenue South

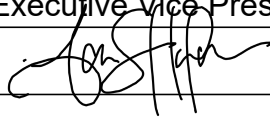
City/State/Zip Minneapolis, MN 55416

Telephone No. 855-786-4833

Email Address aaron.hakenson@ulgroup.com

Printed Name Aaron Hakenson

Title Executive Vice President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TAB 2 – PRODUCTS AND PRICING

United Language Group, Inc.

Solicitation #21-06



Over the Phone Interpreting

| Description of Services | 0-25,000 minutes per month | 25,001-50,000 minutes per month | 50,001 minutes per month |
|-------------------------|----------------------------|---------------------------------|--------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Video Remote Interpreting

| Description of Services | Per Minute Rate |
|-------------------------|-----------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

On-Site Interpreting

| Description of Services | Court Certified Interpreter | Medical Certified Interpreter | Bilingual Interpreter |
|-------------------------|-----------------------------|-------------------------------|-----------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | | | |

| Target language from EN | Cost Per Word (New Word) | Cost Per Word (Fuzzy Match (75- 99%)) | Cost Per Word (100% Match) | Cost Per Word (Repetitions) |
|-------------------------|-----------------------------|---|-------------------------------|--------------------------------|
|-------------------------|-----------------------------|---|-------------------------------|--------------------------------|

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

| Description of Services | Rate | |
|-------------------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

TAB 3 – PERFORMANCE CAPABILITY

United Language Group, Inc.

Solicitation #21-06



3.1 Company

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

United Language Group (ULG) is one of the top Language Solutions Partners (LSPs) in the world, turning language into a competitive advantage for our clients in their respective industries. We offer extensive knowledge and experience gained from our 37-year history in the creation, management, and translation of confidential and mission-critical, technical, and narrative-forward corporate content.

ULG was formed by industry experts, visionaries, and entrepreneurs with experience in global business and customer service that have delivered great success in a relatively short period of time. We draw on decades of experience while disrupting and innovating in the language services space to provide clients options that deliver value beyond the traditional approach to language services. ULG is structured with the technology, expertise, and scale to support Region 4 Education Service Center requirements.

ULG has a focused client base across a very small number of vertical sectors, allowing for it to be highly experienced, specialized, and focused in these chosen fields.

ULG has specialized experience in the following industries:

- Financial
- Legal
- Manufacturing
- IT
- Retail
- Consumer Products
- Government
- Life Sciences
- Medical
- Healthcare
- Insurance

[REDACTED]

Our thorough understanding of the specialized industries is critical to the success of our organization as well as our clients. Our linguistic teams comprise of experts in specific verticals, and our unwavering

commitment to quality, service, and technology enables us to meet the ever-changing demands of our clients.

Our teams have access to trained Black Belt level LEAN resources that provide process design and process improvement guidance in line with Six Sigma principles.

Our quality-first approach and commitment to continuous improvement through our own quality assurance processes and standards, experienced project management teams, and robust technology truly differentiate us from competitors. We are recognized for our commitment to quality, excellence in project management, and pioneering approach. Our solutions are designed to leverage technology to reduce investment, eliminate redundant processes, and speed up multilingual success across globally visible business initiatives.

We also offer rapid, low-impact, and extremely accurate MT solutions to support our clients in a variety of industry verticals and can train and develop the machine to our clients' needs.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]




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

The ULG Sales team comprising █ individuals throughout the US, Ireland, England, Spain, Mumbai, and Hong Kong. █ of these individuals service the US market only and are supported by the Sales Operations team of █ other individuals.

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

- Minneapolis, USA (Global HQ) – Senior Management, Sales, Account Management, HR, Finance, Marketing, IT, Software Development, Localization Technology, Operational Management, Program Management, Project Management, Desktop Publishing, Quality Control, Engineering, Linguistic Quality, QA
- Barcelona, Spain (Computational Linguistics Center) – Machine Translation Development, Computational Linguistics, Language Quality, Software Development, TM Management, Terminology Management
- Galway, Ireland (Sales & EU Operations Hub) – Account Management, HR, Finance, Software Development, Business Intelligence, Localization Technology, Operational Management, Program Management, Project Management, Desktop Publishing, Quality Control, Engineering, Linguistic Quality, QA, Sales & Global Quality Management
- Hong Kong, China (Sales and Asia Operations Hub) – Sales, Project Management & Account Management
- London, UK (Sales & Operations Center) – Sales, Account Management & Program Management
- Los Angeles (Sales & Operations Center) – Sales, Account Management & Program Management
- Mumbai, India (APAC Operations Center) – Desktop Publishing, Quality Control, IT, Project Management, Project Coordination
- München, Germany (SAP and Machine Translation Center) – TBC
- New York City, USA (Sales & Operations Center) – Sales, Project Management & Account Management
- Panama City, Panama (Learning & Development Operations) – TBC
- Portland, USA (Learning & Development Operations HQ) – Account Management, Localization Technology, Operational Management, Program Management, Project Management, Learning Content Creation, Engineering, Learning Localization, Sales
- San Antonio, USA (Over-the-phone Interpretation Operations HQ) – OPI Call Center

- Waibstadt, Germany (Localization Technology and Software Development Center) – Project Management, Localization Technology, Software Development, Account Management, Sale

4. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

Financial Information

ULG is a privately-owned company and we do not share our financial statements with customers or vendors. The following information may be used in RFPs and shared with customers.

[REDACTED]

Please reference the Duns report included in the supplemental documents folder

5. Describe any green or environmental initiatives or policies.

As a language services provider that provides document translations to a large portion of our clientele, ULG is proud to be 100% paperless in our process. All files transmitted to and translations by ULG are digitized to provide timely service, maintain environmental sustainability and reduce our carbon footprint. This also applies to our billing process—all invoices are electronic. Further, as a global business, ULG promotes technological workarounds for travel when possible and appropriate, hosting many online educational and support webinars for our clients. We have offices and staff worldwide, allowing for local travel in 3 continents. With these measures, ULG strives to keep our environment healthy and minimally impacted by our business operations.

As part of ULG’s programs, we allocate volunteer hours to all employees and organize events to participate in local community activities, and provide eligible employees 16 hours of paid volunteer hours to connect and give back to the local community through approved community programs. In the past year, our teams have volunteered in various programs, including Highway Adoptions for cleanup, park and beach cleanups, organized time with underprivileged children, a Friendly House for educational and recreational services, food banks, and others.

6. 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.

| | |
|-------------------------|---|
| <p>Vendor Response:</p> | <p>ULG has a Supplier Diversity program. It supports local communities through the engagement and recruitment of bilingual speakers for language services support.</p> <p>ULG is regulated and compliant with OFCCP requirements, to make outreaches to specific types of organizations including VEVRAA, Executive Order 11246, and Rehabilitation Act (sec. 503). ULG connects with 15,000+ community-based organizations, which provide employment and training services to veterans, individuals with disabilities, minorities, women, state workforce agents, one-stop centers diversity organizations, LGBTQ, historically black colleges and universities, universities and colleges, construction/skill trades, professional/technical, general business groups. ULG partners with ESDS accounts, such as Cal Jobs, Minnesota Works, New York Job Bank, WorkSource Oregon, and Work In Texas and diverse outreach programs to broadcast opportunities that notify job openings. ULG partners with LocalJobNetwork to ensure diverse outreach and employment opportunities. In two years, ULG has hired over 55 individuals through this program.</p> <p>We allocate volunteer hours to all employees and organize events to participate in local community activities, like Highway Adoptions, sites cleanups, time with underprivileged children, Friendly House, food banks, and more.</p> <p>ULG conducts Sexual Harassment Training and Workplace and Diversity Training and provides employees 16 hours of paid volunteer hours to give back to the local community through community programs.</p> <p>ULG supports communities and minorities through our services to provide limited English proficient individuals with language access. ULG provides equal support to all clients and associates, including transgender or gender-expansive, multi-racial, disabled, LGBTQ, and others. ULG does not discriminate against any of these groups. ULG is an equal opportunity employer whose goals for utilizing diverse suppliers include Women, Minorities, Veterans, Disabled people, and LGBTQ who are US citizens or permanent legal residents of the United States.</p> |
|-------------------------|---|

7. 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

United Language Group is not a registered small or minority-owned business. We help our clients meet their supplier diversity goals by using businesses and services that qualify as such. We contract with linguists worldwide, many of which are minorities and women-owned businesses. ULG is an equal opportunity employer.

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

United Language Group is not a registered small or disadvantaged business enterprise, we help our clients meet their supplier diversity goals by using businesses and services that qualify. We contract with linguists worldwide, many of which are minorities and women-owned businesses. ULG is an equal opportunity employer.

c. Historically Underutilized Business (HUB)

[REDACTED]

[REDACTED]

[REDACTED]

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

ULG confirms that there has been no involvement in present or past litigation, bankruptcy, or reorganization.

11. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable; b. is not owned or operated by anyone who has been convicted of a felony; or c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

ULG Confirms that no owner or operator of ULG has been convicted of a felony.

12. Describe any debarment or suspension actions taken against supplier

There has been no debarment or suspension actions against ULG.

3.2 Distribution, Logistics

1. 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.

ULG's portfolio of services includes:

- Translation of any content into over 125 languages.
- Editing, proofreading, and linguistic validation services.
- Software, application, and website localization.
- Custom workflow building and integration with client applications and content management systems.
- Software usability and internationalization testing.
- Multilingual Desktop Publishing (DTP) in all graphic design programs.
- On-Site Interpretation (OSI) services, both consecutive and simultaneous.
- Over-the-Phone Interpretation (OPI) services.
- Video Remote Interpretation (VRI) services.
- Voice-over and subtitling services.
- Machine Translation (MT) services.
- SAP implementation and localization consulting.
- Community Outreach Services
- Remote Simultaneous Interpretation
- Community Connect
- Care Coordination
- Health Outcomes Solutions
- Telehealth Partnerships
- Claims Processing
- SAP Localization
- Octave TMS
- Octave API

- Localization
- Global Marketing Support
- Bilingual Call Staffing
- CSR Support

2. 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.

ULG is a global organization and maintains numerous offices worldwide. However, the work procured through the Omnia contract is solely sourced in the US.

3. 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.

ULG has always been more than willing to share the contract with agencies, along with directing Omnia members to the contract catalog and/ or looping in the appropriate Omnia Representatives to assist.

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

ULG's subcontractors are independent linguists/translators that are part of our network. At no point will any of the work be subcontracted to another LSP to complete. All work for all services is handled by ULG employees and linguistic resources.

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

N/A

3.3 Marketing and Sales

1. 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

[REDACTED]

2. 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

[REDACTED]

[REDACTED]

[REDACTED]

3. 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.

ULG has been working with Omnia Partners for the last 5 years on implementing the contract and currently is the number one revenue driver in this category for Omnia. ULG leads all conversations with the Omnia contract when talking to Public Entities. ULG is part of [REDACTED] which both fall in the healthcare industry. Based on our experience, we have yet to see a crossover between the two and do not see any potential conflict of interest.

4. 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.

Agreed. Omnia already has use of the ULG logo and has used it on co branded collateral before, including the existing microsite.

5. 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

ULG confirms

6. 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

ULG confirms

7. Provide the name, title, email and phone number for the person(s), who will be responsible for: i. Executive Support ii. Marketing iii. Sales iv. Sales Support v. Financial Reporting vi. Accounts Payable vii. Contracts

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. 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.

ULG's sales organization is led [REDACTED] Head of Govt Sales, being a direct report. The team supporting ULG's Govt clients comprise of one Business Development Director, one Account Management Director, two Business Development Managers, two Account Managers, three Business Development Representatives and one Account Development Representative. Supporting this team is the Sales Operations and Marketing Teams, along with a number of Service Line Operational Teams as well. The team outlined in this response is the team that currently supports the Omnia contract and will continue to do moving forward. The Business Development Reps are responsible for all activities around new client engagement, along with onboarding and implementation process which then also includes the Account Management Team. Eventually the Account Management Team takes over the day to day with executive support.

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

ULG has successfully been working with the Omnia Team to promote the contract over the last 5 years. These activities include, but are not limited to, co-branding collateral, social post and microsites, attending Omnia related events, monthly quarterly and yearly reviews and check-ins with the Omnia Team, sharing new offerings, education seminars, and trainings.

10. 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.

ULG will liaise with the primary contacts at OMNIA regarding ongoing marketing efforts and account setup. To contact ULG's marketing team, [REDACTED] and the correct ULG marketing team member will be in touch shortly thereafter.

11. 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.

12. 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.

Region 4 Education Service Center groups and users will be on-boarded to our complimentary secure web based Translation Management System, OctaveTMS.

OctaveTMS allows Region 4 Education Service Center users access submit a new project request, review and approve pending estimates, track project status, down to individual file level, as well as view invoices and access various live reporting.

OctaveTMS is a web based secure tool, which contains New Project Submission form, where Region 4 Education Service Center users can set project parameters and request details, including special instructions. New Project Submission form can be customized to Region 4 Education Service Center specific requirements and needs to ensure concise information is included in every project submission and data can also be utilized to build appropriate reporting. Files can be uploaded directly through the New Project Submission form or via Secure File Transfer (larger files).

We can also discuss various integration options with Region 4 Education Service Center system(s) and OctaveTMS to further enhance the file exchange and project tracking process.

We recommend initial onboarding and scoping calls to fully understand and document the technical requirements (such as scope, process workflows and steps, available source files, outputs needed) and any integration requirements. ULG will provide Region 4 Education Service Center groups and users with detailed demos, training, documentation and technical support to successfully onboard all Region 4 Education Service Center users into OctaveTMS system.

13. 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"). \$_____.00 in year one, \$_____.00 in year two, \$_____.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.

14. 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.

Performance Capability

1. 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.

ULG has had a 5-year relationship with Omnia Partners and is well versed in partnering with them on reporting, contract adoption, joint marketing efforts, and other actions related to the contract. Our sales and account management team have been working with the contract since its inception and is comfortable discussing this with all public entities. It is standard practice to lead a conversation with public entities by introducing the Omnia contract, as this provides a seamless way to engage and contract. A standard part of our onboarding training for new hires is to cover GPO's and to introduce Omnia as an important vehicle to the representatives success within the public sector. This allows representatives to understand the who, what, when, and why of the contract and establishes internal subject matter experts for them to tap when opportunities present themselves.

In terms of marketing efforts ULG has a number of proven strategies to evangelize the contract:

- partner with Omnia direct to build out microsites on both of our home pages
- keeping up to date on Govt spending initiatives and legislation to help drive these budgets towards a value-based contract system such as Omnia
- regular meetings with Omnia Sales Reps to update them on new wins on the contract, introduce ULG, new product lines and offerings
- creating client-specific collateral
- system training

Reporting:

- ULG would follow the current process, we have attached an example report in the supplemental document folder

Services:

- All of our services are executed and delivered remotely on a nationwide and global level.

Please reference ULG's Proposal for additional details pertaining to Appendix D Exhibit A

2. 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.

Please see attached documents in Tab 1

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

Video Remote Interpreting

1. Is pricing available for all products and services?

Yes. Please see the pricing in the attached proposal.

2. Describe any minimum fees.

There are no minimum fees for Video Remote Interpreting (VRI). Furthermore, unlimited training and 24/7 access to customer care are also provided to our clients free of charge.

3. Describe any shipping charges.

Shipping costs would depend on the total pieces of equipment needed and their end destination. These charges would be calculated at the time of order.

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

Please see the pricing in the attached proposal.

5. Describe any return and restocking fees.

If equipment is leased, this would normally be at the client's cost to return anything. However, this will be reviewed on a case-by-case basis and will be discussed with each client during onboarding and implementation.

6. 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.

Please see the pricing in the attached proposal.

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

ULG has always made a practice of sharing the Omnia contract with clients, directing Omnia members to the contract catalog, and/or looping in the correct Omnia Representative to assist.

8. Describe payment methods offered.

Check, wire, p card, and credit card

9. 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.

ULG does yearly reviews of pricing structures and the market as a whole. Usually, price changes occur during contract renewal or if there has been a drastic change in our delivery model which then has allowed us to pass costs savings onto the client. For example, new technology offerings, new resource pools, and/or workflows.

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

We will always price future products in accordance with the market and with Omnia, the additional factor of ensuring this pricing is proportional to existing contracted pricing.

11. Provide any additional information relevant to this section.

Please see the attached proposal for any additional information relevant to this section.

Please see attachments in Tab 3

4. 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.

We can set clients up and bill as they need, the process can be completely customized to meet any specific needs and requirements. Usually, we would set up a parent/child relationship which would allow a client to see overall spend and then how it breaks down by department/user/buyer, etc. We can provide access codes and user ids, per client request. With the service Over the Phone Interpreting, we can collect unique identifiers to provide additional transparency to the client on usage.

5. 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.

Translation services are ordered via our Translation Management portal, Octave, or by contacting your designated Account and/or Project Manager.

Over the Phone and Video Remote Interpreting are OnDemand services that are set up ahead of time per client request. Users are connected to the interpreter via the clients' unique toll-free number.

Onsite and Remote Simultaneous Interpreting can be booked via our booking portal or by contacting your designated Account and/or Project Manager.

6. Describe Offeror's correction plan for errors.

Translation:

Any errors or corrections in the delivered document are treated as client complaints and follow a six-step problem-solving corrective and preventative action (CAPA) process recorded within the quality management system and described in the *QSOP0003 Corrective Actions & Preventive Actions*.

Errors and error severity can include a number of items and are defined at the individual client level. Sample "errors" include spelling, grammar, incorrect translation, numerical values, capitalization, punctuation, and incorrect application of glossary terminology for translation.

All errors are fixed immediately and given high priority to ensure issues are addressed promptly. We then conduct a formal root cause analysis, determine any corrective actions needed and monitor the effectiveness of these corrective actions. Formal communication is maintained with the client during our investigation process and we seek the client's acceptance of our corrective action plan to close out the process.

A critical first step within the Corrective Action and Preventive Action process is identifying errors and implementing immediate correction and containment actions. Project Team members are equipped to investigate and provide rapid corrections to address identified challenges.

Assessment – All errors will be reviewed by the original translator and a third-party reviewer and scored on the following:

- **Severity:** Low, Medium, Critical
- **Type:** Include language error, format error, stylistic update

- **Category:** Include spelling, grammar, incorrect translation, numerical values, capitalization, punctuation, and incorrect application of glossary terminology for translation.

Correction & Validation – All errors will be reviewed and/or corrected by a secondary translator and validated through a language editor. Additional validation of content within the specific project, or in other potentially affected projects will be conducted to ensure that any errors have been contained.

- **Translation Memory Update:** Upon correction, all previous content will be purged from existing translation memory and final files will overwrite to mitigate future errors.
- **Terminology Management:** If the error is classified as stylistic and driven by client-specific preferred terminology; ULG will recommend implementing updated content into the terminology management system to align with stylistic preferences.
- **Training & Translator Assessment:** Depending on the severity and the language quality assessment score on the project, ULG may provide additional training and stop utilizing the translator/resource until further re-evaluation and a consecutive number of successful quality assessments.

Communication – Initial and ongoing Region 4 Education Service Center and team communication will be led by the dedicated Project Manager, who will provide Region 4 Education Service Center with initial assessment results, corrective strategy, and daily project updates. Any significant corrective and containment activities will be documented as part of our Corrective Action process and provided to the client for review and approval.

Timeline – Ultimately timeline to perform corrections and return corrected documents depends on the severity of the errors and the scope of the document. Our standard commitment is to provide confirmation within 24 hours or within 4 hours of time zone. Within the response, we will provide a timeline for corrective action. Standard corrective actions take less than 48 hours.

Interpreting:

Complaint Resolution Process

The Customer Care Team classifies incoming service alerts:

- Call center service
- Interpreter quality
- Telecom issues
- Network issues

All reported service alerts will go through a rigorous process to identify the root cause and take corrective or preventative actions. All results are reported back to designated stakeholders.

ULG provides a tiered escalation process to formalize complaints received from Region 4 Education Service Center. The below process defines the escalation points of contact:

- The Account Manager and Customer Care Team have responsibility for logging all complaints in the ULG complaint log for a thorough investigation as per the ULG Corrective Actions and Corrective Actions SOP.
- Complaints are escalated through to the relevant department dependent on the escalation that has been received and investigated with the internal workgroups.
- Full investigations are then reported with corrective action and preventative action provided including timelines for resolution.

ULG's standard commitment is to provide a confirmation of complaint within 1 hour of receipt. In the response to the complaint, we will provide a timeline for corrective action. Standard service alerts are resolved within 48 hours.

In the unlikely event that a critical issue arises, ULG provides clients 24/7/365 support through a designated operational and technical resource.

Corrective and Preventive Action Process (CAPA)

ULG continuously logs and monitors customer feedback as part of our overall commitment to supporting customers and measuring their satisfaction. All employees undergo training and bear responsibility with regards to the escalation of issues. Complaints are escalated to the quality team as per the ULG Customer Complaints procedure. The quality team records all complaints in the ULG complaint log for follow-up as per the ULG Corrective Actions and Corrective Actions SOP.

Client complaints follow a six-step problem-solving corrective and preventative action (CAPA) process recorded within the quality management system. All errors are fixed immediately and given high priority to ensure issues are addressed promptly. We then conduct a formal root cause analysis, determine any corrective actions needed and monitor the effectiveness of these corrective actions. Formal communication is maintained with the client during our investigation process and we seek the client's acceptance of our corrective action plan to close out the process.

ULG procedure for Customer Communication, Feedback, and Complaints align to meet the specified reporting criteria of adverse events or possible advisory notice situations. QSOP0014 Advisory Notices provides for a system and instructions for the reporting of possible advisory notice situations and for the response to client-initiated advisory notices.

The timeline to perform corrections and return corrected documents depends on the severity of the errors and the scope of the document. Our standard commitment is to provide confirmation within 24 hours or within 4 hours of time zone. Within the response, we will provide a timeline for corrective action. Standard corrective actions take less than 48 hours.

7. Describe Offeror's ability to meet service.

ULG has no reservations about being to deliver to the needs of Region 4 ESC or the additional needs of Omnia members. We have been the most successful supplier in this category for the last 5 years and looking forward to further expanding our footprint with Region 4 ESC as our new lead agency.

Below is an overview of how the account will be supported from an Operational and Account Management perspective:

Each customer is supported by a dedicated team to provide continual support and expertise. Our hand-selected team is steadfast in understanding the unique needs of your business and evolving diverse populations to customize your experience. We are committed to partnering with Region 4 ESC/Omnia to find innovative solutions to best meet your language access requirements. As well, we will assign a specific team of an Account Manager, Project Manager, and linguistic teams for VUMC to best meet your needs:

- Account Manager: As Region 4 ESC/Omnia's Account Manager is your main point of contact overseeing the entire account. Having partnered with numerous Government organizations in the language services industry for over 35 years, ULG will meet and collaborate with your team to discuss service offerings and efficiencies, best practices, upcoming projects and efforts, any account concern as well as other relevant topics to improve workflow and project efficiencies.

- Project Managers: We assign a dedicated lead senior project manager that oversees the entire account from the project side. The lead senior PM facilitates the workflow with additional project managers working on specific projects. Your lead project manager would also regularly meet with your team to talk about the status of projects, project scope, as well as how best to improve access to information to your target populations.

- Executive Ownership: Our executive team including our Director of Client Services, Global Operations Director, Chief Operating Officer, and Executive Vice President provide oversight regularly, as well as participate in quarterly and/or annual business reviews.

- Linguistic Teams: We assign the same linguistic teams for consistency and continuity. Separate, experienced, native-speaking linguists translate, edit and proofread each translation project as well as perform an auto check to ensure content matches any approved term lists/glossaries. Separate proofreaders are utilized with every language pair and service we offer. Proofreaders check for any errors in the grammar, syntax, punctuation, and sentence structure.

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

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9. 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.

For translation projects invoices are issued upon project completion/delivery. This usually happens monthly and is typically delivered electronically. For large projects, spanning a period of months, ULG employs partial-billing practices on a monthly basis, covering work performed during the preceding time period. Interpretation projects are invoiced at the end of the month. There are no additional fees for using P-Cards or Credit cards.

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

Our onboarding plan has been developed based on our experience with organizations of the same size and scale as Region 4 Education Service Center. The onboarding process is fully adaptable, based on your needs and objectives. The flexibility in our plan allows for customization to ensure that the business goals are considered in each phase.

Our adaptable and fully customizable Implementation Plan ensures alignment to unique requirements which exist across business and project types while adhering to a standard framework. ULG believes strongly in customizing our approach and solutions to align to the unique requirements of each client partnership. To achieve this successfully with Region 4 Education Service Center, ULG will provide information and advice to mitigate risk as a critical and required level of support.

Please find attached:

ULG Onboarding and Implementation Plan.pdf in supplemental docs

11. Describe the financial condition of Offeror.

ULG is in good financial standing and has not experienced any financial difficulties over the past five years.

12. 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.

ULG has a focused client base across a very small number of vertical sectors, allowing for it to be highly experienced, specialized and focused in these chosen fields. Our thorough understanding of the globally regulated medical environment is critical to the success of our organization as well as our clients. Our linguistic teams are comprised of experts in life sciences, and our unwavering commitment to quality, service, and technology enables us to meet the ever-changing demands of the healthcare industry.

ULG has implemented rigorous testing processes for evaluating and certifying translators. Translators who meet our pre-employment standards are subjected to a battery of tests including an assessment on general language skills for the languages they are testing into as well over 90 subject-area-specific tests. On average, only one in twenty linguists passes our examination process.

Our quality-first approach and commitment to continuous improvement through our own quality assurance processes and standards truly differentiates us from competitors.

ULG is certified to:

- ISO 27001:2017 (Information Technology-Security Techniques – Security Management Systems – Requirements)
- ISO 13485:2016 (Medical Devices – Quality Management Systems – Requirements for regulatory purposes)
- ISO 9001:2015 (Quality Management Systems – Requirements)
- ISO 17100:2015 (Translation Services – Requirements for Translation Services)



We are compliant with: HIPAA, GDPR, FISMA, ITAR, FedRAMP, PCI, PII, SOC-2.

Our translation quality management solutions are designed to leverage technology to reduce investment, eliminate redundant processes, and accelerate multilingual success across globally visible business initiatives:

- Translation Memory – ULG has a team of dedicated terminologists and computational linguists that analyze content for maximum re-use, TM structure and maintenance needs.
- Terminology – Our dedicated lead linguists and terminologists will proactively create and recommend the terminology that contributes most effectively to Region 4 Education Service Center globalization strategy, ensuring you are not just speaking the right language in the specific market, but also capturing the maximum possible opportunity in each of your target audiences.
- Style Guide – Dedicated lead linguists will help build out an appropriate style and tone to reflect a consistent Region 4 Education Service Center voice. This maximizes client engagement of the final content and reduces time-to-market.

- Integrated Review Process – The In-Country Review (ICR) is an online and in-context process built into the localization lifecycle, prior to delivery. ULG’s ICR Process and CAT Tool are integrated into the Octave TMS, which allows insight, control, and coordination over the review process, down to the individual file level.

In regards to Machine Translation (MT), ULG is very experienced and specializes in Neural Machine Translation customization.

In terms of Machine Translation quality, our current development is focused on increasing the translation quality and spectrum of domains covered.

We already offer nearly 300 language directions in various domains within the Octave MT, and we continuously work on MT quality improvement.

Octave MT is subject to a comprehensive and ongoing Translation Quality Evaluation (TQE) protocol, whereby outputs are assessed on respective scoring scales across three evaluation levels:

- human evaluation
- post-edit evaluation
- BLEU evaluation.

These evaluations assess the following:

- Global Understanding – evaluation of the level of understanding of the analyzed information.
- Grammatical correctness – a study of the grammatical degree of the translation.
- Accuracy – how accurate is the translation compared to the source. It measures whether the words, meanings, messages, and intent were clearly conveyed into the target language.
- Punctuation – adequacy of the original punctuation (comma, semicolon, paragraphs, hyphens, brackets, etc.) and sentence segmentation.
- Fluency/Readability – ease of reading and understanding the translations for target audience profile. Constituent and word order directly affect the readability of a translation unit. The presence or absence of function words (prepositions and determiners) is a key factor too.
- Lexicon – number and degree of specificity of unknown or bad translated words.
- Completeness – all words, terms, concepts, and meaning in the source are fully conveyed in the target. There are no omissions nor additions to the source text.

BLEU score is a computer-generated metric that measures the TQ (Translation Quality) by comparing the MT file and Post-Edited file changes to evaluate the quality of MT output.

Scores above 40 are considered very good.

Currently, around half of the available language directions received over 40 BLEU score.

For specific language directions and domains required by Region 4 Education Service Center, we can increase the MT TQ and BLEU score by training the engines with Region 4 Education Service Center content.

Octave is not a public-facing website, it is for clients only. Therefore, we are unable to provide a link to it at this time.

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

The ULG technology platform provides the basis for dedicated and customized reporting which channels into monthly status or Quarterly Business Reviews supported by ULG's Region 4 Education Service Center Account Team. These reports bring transparency to the quality of our language services – identifying areas for focus and improvement as well as success. The reports also provide clear financial information, including investment and total cost savings achieved through the centralized language solution ULG is providing. Ultimately, the governance process will ensure ULG is accountable to deliver on the value we are committing to in this response.

ULG utilizes standard internal and client-specific key performance indicators which are continuously monitored and reported on to ensure continuous improvement.

Region 4 Education Service Center's users will have the ability to access live reporting via OctaveTMS and OctaveMT. Additionally, we utilize QlikView and Qlik Sense BI tools to generate customized reporting and automate distribution to different Region 4 Education Service Center's stakeholders.

As OctaveTMS and OctaveMT are built on open architecture, these systems can be easily customized to fully match Region 4 Education Service Center's needs in terms of data points and reporting needs.

Translation

ULG provides a variety of standard and customized reports to our clients. Through our web-based project management system, ULG's clients can access various detailed reports, including financial reports providing budget and spending details and translation memory reporting. All reporting capabilities have been developed for scalability and customization for our clients. The reports detailed below are fully customizable to satisfy Region 4 Education Service Center requirements.

- **Financial Reports:** Users can manipulate these reports to identify spending per language, the number of words translated per language, DTP/engineering costs, and translation memory savings. All reports can be sorted by invoice dates to identify costs for previous years or quarters, which aids in establishing an effective translation budget. ULG can also further customize any reports to provide additional desired information based on collected data.
- **Project Tracking Reports:** Region 4 Education Service Center users will also be able to review project status broken down by the various steps of the designed workflow. Annual

tracking reports are available to assess deadline commitment and budget allocation. We pay close attention in keeping to budgets and flag for review any project that comes out significantly over or under its estimated and budgeted amount. These reports are helpful in assessing procedural concerns to improve all processes relating to submitting, estimating, and completing projects.

- **Additional Surveying & Reporting:** ULG also provides standard account surveying and reporting to identify process improvements for our clients. As part of the account review, ULG will survey Region 4 Education Service Center contacts to determine their satisfaction with current assignments for in-country reviewers. The responses are made part of an account review report and used to identify and track potential quality issues and to reallocate resources if necessary. ULG provides the data taken from the surveys to our clients on a twice-yearly basis for quality management purposes.

OPI

ULG standard and customized reports are available to our clients online 24/7/365. Using our complimentary web-based Customer Resource Center, Region 4 Education Service Center can access detailed reports at any time, including usage by language, length of the call, call details, and overall OPI usage. DSP will have full transparency into who is using the OPI services, allowing for seamless bill back and tracking options. Upon contract award, KPI and reporting requirements will be determined and scheduled between our two parties. OPI standard reports include:

- Call Details
- Language Summary
- Subtotals (by office).

OPI standard client-facing stats:

- Call ID
- Date/Time
- Access Code
- Caller (Department)
- Language
- Data Points
- Duration (Bill Minutes)
- Charges
- Rates
- Number of Calls
- SA (Speed of answer)

- ICT (Interpreter Connection Time)
- DCT (Data Collection Time)
- Abandoned Calls
- Abandonment Rate

ULG is a unique and flexible provider that establishes service in a way that best works for Region 4 Education Service Center. During the implementation phase of the induction, we capture all program requirements to deliver a service that aligns with the agreed SLAs and reporting objectives of Region 4 Education Service Center. There are a number of options to how we could track and measure delivery and usage including (but not limited to) assigning dedicated toll-free numbers (by zone), individual access codes (by zone or user), pin codes (by zone or user) or a combination of the above.

We have the ability to capture as many client-side data fields as required while streamlining the data capture requirement through automated workflows and supported through operators (where required).

Weekly, monthly, quarterly, and customized reports will be provided by the dedicated Account Manager or alternatively through our online Customer Resource Center.

Please see reporting folder in the supplemental folder

14. Provide any additional information relevant to this section.

Please see additional information in attached proposal.

TAB 4 – QUALIFICATION AND EXPERIENCE

United Language Group, Inc.

Solicitation #21-06



Qualifications and Experience

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

United Language Group (ULG) is one of the top Language Solutions Providers (LSPs) in the world, turning language into a competitive advantage for our clients in their respective industries. We offer extensive knowledge and experience gained from our 35-year history in the creation, management, and translation of confidential and mission-critical, technical, and narrative-forward corporate content.

In February 2016, Merrill Brink and KJI merged to form the operating company United Language Group. Since then, our organization has acquired and integrated several additional companies with complementary language capabilities, including Language Select, LLC (December 2016), a premier provider of over-the-phone and in-person interpreting services, Lucy Software GmbH (March 2017), a Machine Translation (MT) software development and SAP localization provider, and VIA, Inc. (March 2018), a leading provider of language solutions across a diverse portfolio of global brands.

The overall objective was to bring together industry leaders focused on their core competencies to deliver a solution to help companies achieve their language objectives. ULG was formed by industry experts, visionaries, and entrepreneurs with experience in global business and customer service that have delivered great success in a relatively short period of time. We draw on decades of experience while disrupting and innovating in the language services space to provide clients options that deliver value beyond the traditional approach to language services. ULG is structured with the technology, expertise, and scale to support Region 4 Education Service Center requirements.

ULG is a sole provider of a complete spectrum of linguistic services. As part of our core competencies, we cover all written and spoken multilingual needs in over 200 languages. This allows us to deliver an all-encompassing solution to Region 4 Education Service Center's requirements that is flexible to change as your needs evolve in the future.

We offer the following services:

- Translation and Localization
- Interpreting
- Language Quality Services
- Testing and Engineering
- Global Digital Marketing
- Productivity Services
- Consulting
- Specialty Services

ULG has offices in the following locations:

- Galway, Ireland (EU HQ)
- London, UK (Sales & Operations Center)

- Barcelona, Spain (Computational Linguistics Center)
- München, Germany (SAP and Machine Translation Center)
- Waibstadt, Germany (Localization Technology and Software Development Center)

- Minneapolis, USA (Global HQ)
- New York City, USA (Sales & Operations Center)
- Panama City, Panama (Learning & Development Operations)
- Portland, USA (Learning & Development Operations HQ)
- San Antonio, USA (Interpretation Operations HQ)
- Hong Kong, China (Sales and Asia Operations Hub)
- Mumbai, India (APAC Operations Center)

- Other – Home office locations in multiple European countries and US locations.

We have global support teams and linguists worldwide.

List of our main office locations can be viewed under:

<https://www.unitedlanguagegroup.com/contact>

ULG has over 10,000 qualified linguistic resources at our disposal.



2. Describe Offeror's reputation in the marketplace.

[Redacted]

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

[Redacted]

|

[Redacted]

|

[Redacted]

|

[Redacted]

|

[Redacted]

|

[REDACTED]

Please see additional job descriptions in the Supplemental Folder

All professional staff providing service on the Region 4 Education Service Center account will be senior, qualified, and with medical industry experience.

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

ULG has been servicing Govt clientele for over 35 years and has been a partner of Omnia's for the last 5 years. We also are Omnia's number one revenue performer in the Language Service category and look forward to expanding this footprint with Region 4 ESC. Our wealth of experience covers departments at every level of government across all of our translation and interpretation offerings. We service every level of the Govt from the Federal, State, County, and local entities, including schools. ULG understands that Govt needs are always evolving and we stay on top of the latest trends by utilizing Govt data such as the census, Homeland Security reporting, and private sector organizations such as the Pew and Migration Policy Institute's to stay ahead of language trends. Overall, close to 35% of ULG's business comes from servicing the public sector

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

ULG has seen a significant shift from In-Person Interpreting to remote interpretation options. ULG has developed customized programs for government and corporate clients (Direct Connect and Community Connect), significantly enhanced our internal logistical capabilities and operational efficiency, which allows us to schedule hundreds of appointments every week and to help our clients manage and coordinate their needs for scheduling remote interpretation appointments.

ULG also offers a turn-key solution for our clients who need us to manage the entire process of scheduling a remote interpretation appointment. In this scenario, ULG Team will schedule the appointment, facilitate a Teams or Zoom meeting, and will send the invitations to all parties who will attend the meeting, and ensure that we are able to provide the highest quality of service for every call.

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

ULG is certified to:

- ISO 27001:2013 (Information Technology-Security Techniques – Security Management Systems – Requirements),
- ISO 13485:2016 (Medical Devices – Quality Management Systems – Requirements for regulatory purposes),
- ISO 9001:2015 (Quality Management Systems – Requirements),
- ISO 17100:2015 (Translation Services – Requirements for Translation Services),



We are compliant with: HIPAA, GDPR, FISMA, ITAR, FedRAMP, PCI, PII, SOC-2.

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

ULG currently follows the industry standard and has over 10,000 qualified contracted translators and/or interpreters.

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

Linguists:

We are proud to maintain a 98% error-free translation rating. As a metric-driven organization, we value quality and continuous improvement. We are an ISO-9000 certified organization, and thus our operation follows rigorous standards to ensure accuracy, accountability, and continuous quality improvement in all our processes. Translation quality service standards are tracked and monitored with each job to ensure that translated documents meet the same high-quality standards as Region 4 Education Service Center source documents.

Linguist Onboarding Process

We have adopted a rigorous screening and training process to recruit, evaluate, rate, and certify linguists. Our translators are native speakers, average five or more years of experience in most languages, hold college and/or advanced degrees, and must pass a variety of tests and questionnaires to measure each applicant's language skill and proficiency in source and target languages, as well as specialized terminology knowledge. The results, combined with the applicant's background and experience, indicate whether a linguist is skilled and proficient enough to work with ULG. We further continue this with training, rating, and assigning the most appropriate translators to work on any given project.

Qualifications required in our translator certification process include:

- **Initial Screening/Certification** – Linguists must complete and pass healthcare translation samples which are then reviewed and scored by senior linguists.
- **Native Speaker** – We verify that all our translators must be native speakers of the language into which they are translating, and have a proven fluency/proficiency in the source language.

- **Years of Experience** – We require translators to have a minimum of five years of professional translation experience as well as having translation be their primary profession. Many of our linguists have 10+ years of professional translation experience.
- **Specialization** – We confirm specialization through past work, published material, references, and sample tests. References – Past quality performance is verified by references of similar industry background.
- **Technical Capabilities** – We require translators have appropriate electronic tools, working knowledge of translation memory, automated term lists, and other software programs.
- **Onboarding** – Once a translator is qualified and approved through the recruitment and qualification process mentioned above, an onboarding process is in place that includes contract signing, confidentiality agreements, portal training, and customer-specific training as well as process and policy review.
- **Ongoing monitoring** – Work completed by our active translators undergoes our internal quality assessment audits on a regular sample of translation projects. All linguists must maintain high-quality scores on these audits to continue working with us.

In addition to the standard qualifications, linguists must meet to be added to our database, ULG aligns the most suitable resources to Region 4 Education Service Center based on several factors:

- Service and Specialization requirements
- Customer-specific requirements
- Project-specific content
- Project turnaround time

Linguist Qualifications

We have a very strict screening and vetting process and as result, ULG accepts and on-boards only about 10% of all linguistic candidates.

Linguists are qualified according to ISO 17100:2015 standards and need to have at least one of the following:

- Degree in Translation
- Formal higher education + a minimum of 2 years of translation experience
- 5 years minimum of translation experience

ULG also requires that linguists meet the following criteria:

- Are native speakers of the target language.
- Have Bachelors's/Master's degree (or foreign equivalent).
- Have a minimum of 2 years of experience translating from the source language into their native tongue in their area of specialization.

- Are proven subject matter experts in target vertical markets and provide experience with relevant subject material.

Moreover, in professional fields, many of our translators hold relevant professional degrees or licenses and some of our translators hold certifications from various national certification bodies or professional translation organizations

Training

ULG developed and uses a professional learning application, Veelo, to provide effective learning, specifically generate for Region 4 Education Service Center team.

Initial and ongoing training for employees is provided in both classroom and online form, followed by competency check tests/evaluations in our Quality Management System. This training consists of standard operating procedures, work instruction training, as well as training on industry best practices, new tools/technology, quality processes, and more. Client-specific product training is recommended and arranged, as agreed with Region 4 Education Service Center, based on your specific goals, existing guidelines, and requirements.

ULG utilizes Veelo Training Platform to manage training activities. Veelo is a professional training and learning system, with training and quizzes, with tractability. ULG also encourages the collaboration of linguists with in-country reviewers where possible, which also enhances product/service-specific training.

This approach ensures:

- A consistent level of linguistic and industry knowledge specific to Region 4 Education Service Center
- An auditable learning trail to identify additional needs and improvements in our training.
- Support for team changes to ensure there is no drop-in 'knowledge' during a transition.
- An increasing body of training material to reference and align the global team to Region 4 Education Service Center

Translation Quality Assurance

The initial linguistic evaluation process includes a timed test, evaluated by a linguist fully qualified per ULG's qualification process, using the most appropriate industry content and/or application for the required area of specialization.

Once a new linguist is added to the database, evaluations are performed on their initial projects by editors who are fully qualified per our qualification process. Evaluations must be passed in order to be considered fully qualified in a given vertical.

On-boarded linguists are subjected to a continuous evaluation process through the following:

- **Internal Quality Defect (IQD)** – We track linguistic quality by applying our internal quality assessment audits to a regular sample of translation projects. Terminology, grammar, and style errors are tracked as part of the process and fixed prior to being returned to the customer. Quality reports are regularly reviewed with translators to improve translation quality and process.

- **Linguist Performance Monitoring and Rating System** – This system includes our quality assessment results mentioned above, as well the monitoring of linguists according to accuracy, process adherence, communication, and consistency. Through this ongoing independent quality assurance process, we are able to hand-select and utilize only linguists that achieve consistently strong performance and quality results.

Resource Monitoring and Corrective Actions

Linguists and production resources are continuously assessed for performance which is tracked against completed projects. Where resources do not meet expectations on turnaround time, quality or responsiveness a flagging system is in place that indicates overall performance and ultimately can indicate whether a linguistic or production resource can be used on specific project types. Any resource with 3 projects KPI challenges within a quarter will be removed from active service, any resource with 3 KPI errors over any time period will be required to complete an independent LQA/IQE review of past projects and based on results could be removed from active service. Once a resource flag has been set to 'inactive' the system factually halts production activity to that resource.

A crucial component of the ULG quality Management System is error and complaint management. For any quality issues, a dedicated quality team will initiate an independent review of the identified challenge and work with the broader team to identify the root cause and resolution. ULG has a 100% record in the closure of identified errors or complaints and a 98% successful business impact assessment post corrective action.

ULG's rigorous vetting process, training system, and continuous evaluation process allow us to ensure that our employees are up to date on language and grammar guidelines in the languages they translate and high-quality delivery of service.

We ensure consistency and level of quality across all of our linguistic resources through the initial strict hiring evaluation process, professional training, and continuous evaluation.

Language quality control is at the heart of ULG's ability to help Region 4 Education Service Center create engaging content and a unique tone of voice that stands out in the marketplace. This quality commitment dramatically affects time and investment, as well as customer satisfaction.

ULG has implemented rigorous testing and qualifying processes for evaluating and certifying translators. All prospective linguists are required to perform a series of sample translation tests, which are reviewed by a board of industry-specific experts. These experts focus on the accuracy, readability, technical competence, terminology usage, cultural relativity, and overall quality of the candidate's work. Fewer than 10% of candidates successfully pass our rigorous testing procedures. ULG also adheres to periodical linguist review and all translators must go through a sampling review. This is done for all linguists either in conjunction with ongoing project assignments or as a supplemental review. The review is part of our scorecard which is constantly monitored.

Once a project is in progress, ULG applies a 3-step process TEP (Translate, Edit, Proof) process. Separate, experienced, professional, and native-speaking linguists translate, edit and proofread each translation as well as perform an auto-check to ensure content is clear, culturally appropriate, and matches any approved term lists/glossaries. Our teams also refer to the translation memory, term list/glossaries, and style guides to ensure consistency.

ULG has developed final quality checklists that must be completed and reviewed by the operations manager before projects can be delivered to clients to ensure that the project is error-free and that all client-specific instructions were followed. Due to the nature of the localization business, all steps within the process are conducted by humans and it is important to have multiple layers of linguists, process coordinators, and content reviewers.

Interpreters:

For interpreting, ULG employs leading technologies and the best linguists in the industry. Our interpreters can support Region 4 Education Service Center in more than 200 languages and are available around the clock. All ULG interpreters have been vetted through vigorous processes and complete the following:

- Detailed background checks
- Third-party language and interpreting assessments
- Code of Conduct and Ethics training

All Interpreters must:

- Be tested, qualified, and/or certified by an independent professional organization or association recognized as qualified by the industry in English and the target language.
- Have documented proof of two-plus years of experience working as an interpreter.
- Demonstrate a wide range of skills that include vocabulary and pronunciation, protocol, code of ethics, cultural awareness, professionalism, impartiality, empathy (Emotional Intelligence), and confidentiality.
- Meet language proficiency requirements in English and the target language.
- Pass an encounter management assessment in a realistic roleplay scenario.

All Interpreters utilized to perform medical interpretation services must meet the following minimum qualifications:

- Minimum of two years of professional experience in medical interpretation.
- Pass an exam that measures proficiency in medical terminology.
- Pass an exam that assesses interpreter protocol and general vocabulary.
- Completion of HIPAA training.
- Pass assessments of live call performance monitoring performed by ULG's Quality Assurance team.

During the testing and vetting stage, interpreters are screened, evaluated, and tested following ULG's documented quality and language proficiency policy.

Interpreters are required to demonstrate full proficiency in:

- Accuracy
- Advocacy
- Protocol
- Ethics & Respect
- Competency
- Cultural Awareness
- Professionalism
- Role Boundaries
- Impartiality
- Confidentiality
- Explanation that can be understood by all

Translation Quality Assurance

The initial linguistic evaluation process includes a timed test, evaluated by a linguist fully qualified per the ULG qualification process, using the most appropriate industry content and/or application for a required area of specialization.

Once a new linguist is added to the database, evaluations are performed on their initial projects by editors who are fully qualified per our qualification process. Evaluations must be passed to be considered fully qualified in a given vertical.

On-boarded linguists are subjected to a continuous evaluation process through the following:

- Internal Quality Defect (IQD) – We track linguistic quality by applying our internal quality assessment audits to a regular sample of translation projects. Terminology, grammar, and style errors are tracked as part of the process and fixed before being returned to the customer. Quality reports are regularly reviewed with translators to improve translation quality and process.
- Linguist Performance Monitoring and Rating System – This system includes our quality assessment results mentioned above, as well the monitoring of linguists according to accuracy, process adherence, communication, and consistency. Through this ongoing independent quality assurance process, we can hand-select and utilize only linguists that achieve consistently strong performance and quality results.

Interpretation Quality Assurance

ULG utilizes an improvement methodology that includes ongoing review and monitoring of resources. After an interpreter meets hiring requirements, our Quality Assurance Program conducts two types of monitoring to grant continuing active eligibility of the interpreter:

- Continuous Random Monitoring (Ongoing/Daily) – Continuous Random Monitoring includes a quality assurance member listening in on live interpreter sessions and summarizing feedback directly to the interpreter.
- Selective Specified Monitoring – broken down into two categories:
 - Selective Educational Monitoring (Continuing Education Program) – This is monitoring ULG does daily for educational and training purposes. With this type of monitoring, we are randomly selecting interpreters, languages, and specialists for a quality review. The purpose of this is to assess individual performance, provide feedback as needed, and follow-up or upgrade their status depending on the results.
 - Selective Requested Monitoring (Customer or QA driven) – Quality monitoring, is completed with specific goals or driven by specific reasons, such as custom client QA requests, specific interests related to languages, and/or specialisms. These types of reviews are more targeted and focused to drive specific results, and proactively manage service-related gaps related to language or specialism.

Feedback details from each type of monitoring session, as well as client feedback, are recorded and tracked for each interaction. This data is utilized to drive quality, improve training, and provides a method for constant evaluation to ensure ULG is driving quality by putting the highest-performing interpreters in front of our clients.

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

ULG's unique Quality Management System was specifically developed to ensure that all translation projects are subject to multiple validation procedures and quality checks at different phases of the project to ensure proper risk mitigation and error-free translations. As we have discussed in previous responses, ULG holds four distinctive ISO quality certifications.

ULG has implemented rigorous testing and qualifying processes for evaluating and certifying translators. All prospective linguists are required to perform a series of sample translation tests, which are reviewed by a board of industry-specific experts. These experts focus on the accuracy, readability, technical competence, terminology usage, cultural relativity, and overall quality of the candidate's work. Fewer than 10% of candidates successfully pass our rigorous testing procedures. ULG also adheres to a bi-annual linguist review and all translators must go through a sampling review. This is done for all linguists either in conjunction with ongoing project assignments or as a supplemental review. The review is part of our scorecard, which is constantly monitored.

Once a project is in progress, ULG applies a 3-step process TEP (Translate, Edit, Proof) process. Separate, experienced, professional and native-speaking linguists translate, edit and proofread each translation as well as perform an auto check to ensure content is clear, culturally appropriate, and matches any approved term lists/glossaries. Our teams also refer to the translation memory, term list/glossaries, and style guides to ensure consistency.

ULG has developed final quality checklists that must be completed and reviewed by the operations manager before projects can be delivered to clients to ensure that the project is error-free and that all client-specific instructions were followed. Due to the nature of the localization business, all steps within the process are conducted by humans and it is important to have multiple layers of linguists, process coordinators, and content reviewers.

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

ULG's call center is located in San Antonio, Texas, USA.

ULG has over 10,000 linguists spread throughout the world, who are native and in-country resources, which ensures continuous expertise in the linguistic space. ULG follows the outsourcing model for the linguistic services, all of our linguists (100%) are sub-contractors.



12. Describe your continuity plan for unforeseen disasters.

ULG's Disaster Recovery Process (DRP) is incorporated into our Business Continuity Plan. The DRP ensures regaining access to our data, hardware, and software necessary to resume business operations. The recovery time objective is within six hours and is to date through seven years prior to all server-based data and through 60 days for all desktop data. Recoverable data and business management records are maintained at off-site storage, contracted through Iron Mountain Technologies. Iron Mountain was selected as a vendor for their secure vaulting and server backup facilities, which are strategically placed within major commercial centers and hot sites, yet removed from high-risk zones. All data is backed up daily and is immediately available for restoration to off-site systems, through Iron Mountain's network interface. All ULG employees have been trained on our DRP and are knowledgeable in the process and their role in the event of a disaster.

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

ULG certifies that there has been no past litigation, bankruptcy, reorganization, state investigations of an entity or current officers and directors.

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

ULG is HIPPA compliant and has extensive experience managing PHI and utilizes strict internal and external processes and technologies to ensure all PHI data is protected. To demonstrate our commitment to high levels of information and data security, ULG adheres to ISO 27001 and is HITRUST compliant. Both certifications require that management systematically examine the organization's information and data security risks while taking into account any potential threats, vulnerabilities, impacts, and design challenges.

Based on this analysis, ULG has implemented a coherent, comprehensive suite of information security controls and/or other forms of risk treatment (such as risk avoidance or risk transfer) to address potential risks.

All employees and linguistic resources (including interpreters and translators) have completed training requirements regarding Personally Identifiable Information (PII), Protected Health Information (PHI), and the Health Insurance Portability and Accountability Act (HIPAA). Additionally, ULG ensures all team members follow the chain of custody processes which are implemented and managed through training and technical support:

ULG has a strictly enforced and approved process to ensure compliance with HIPAA requirements for PHI. ULG does not record calls or maintain records related to patient info and utilizes strict control mechanisms, including:

TECHNOLOGY & FACILITIES:

- Standard disposal procedure for old systems ensures that PII data is not compromised; data is destroyed in a non-recoverable way.
- IT processes for disaster recovery, data security, risk management, change management, and internal audits, ensure that PII remains secure from both physical and human-caused disclosure.
- HR/IT processes ensure terminated employees are no longer able to access PII content, and any changes in employee access are reflected in their network permissions.
- No unauthorized individual is able to view any PHI information displayed on a screen
- Documents and removable media is safely stored and locked in our facilities
- Technical controls ensure enforcement of an automatic lock on computers when left unattended
- No unauthorized downloading/streaming of the internet is allowed and access is controlled by various monitoring and site blocking technologies
- No personal devices are allowed within the call center of storing digital content is to be introduced into the call center
- Voicemail password must be changed regularly to prevent security breaches to the phone system
- ULG provides designated secure shred bins in our facilities
- ULG strictly enforces comprehensive clean desk policies
- All visitors are required to sign in and wear a badge while in a ULG facility. Visitors must enter through the reception area and be escorted at all times while in ULG facilities.

TRAINING:

- Annual and ongoing training of employees and linguistic resources (including interpreters and translators) regarding Personally Identifiable Information (PII), Protected Health Information (PHI), and the Health Insurance Portability and Accountability Act (HIPAA) are completed and validated.

CONTRACTUAL:

- All staff onsite in the call center are bound by Business Associate Agreements including strict confidentiality and HIPAA compliance requirements
- When relevant, ULG requests that clients enter into a written Business Associate Agreement (BAA) for all unidentified PHI content. ULG employees support the client's responsibilities for identifying and protecting PHI information by doing everything possible to recognize PHI content and ensure that this content is treated according to this process; and by informing clients of any suspected PHI content that has not been identified as such.
- ULG strictly enforces comprehensive clean desk policies
- All contractor agreements for suppliers with PHI access will meet the same data protection requirements including strict confidentiality and HIPAA compliance requirements

TRANSLATION SPECIFIC:

Additional policies and technology to ensure the protection of any PHI data through the written translation process:

- Clients, project managers, contractors, and all employees utilize a Secure Translation Portal for transmitting project documents containing PII, which ensures secure encrypted data transmission. Once the project is complete content is removed from the FTP site.
- Only the minimum necessary amount of PII is shared, and only shared with those who have a need to know. When Personal Information is displayed on a computer screen, steps are taken to ensure no unauthorized individual is able to view it within ULG's Secure

TRANSLATION PORTAL:

- Archive/backup copies of PII content are part of the standard process for in-project data management, and as such are encrypted to prevent unauthorized use or disclosure.

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

88% NIC Adv. 12% NAD IV

88% NIC Mstr 12% NAD V

All our ASL interpreters have established or renewed their professional certifications in the years since RID moved to recognize a single NIC certification, deprecating others.

88% of our ASL interpreters have achieved the currently recognized NIC certification, and the rest have achieved their CI/CT certification from RID.

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

ULG features a robust and best-in-class Data Privacy and Security policy. ULG relies on several layers of policy and process to maintain confidentiality through cyber security.

At ULG, all documents and data are protected through the **ISO 27001** and **HITRUST** program, which includes disaster recovery testing, ongoing asset control, access management (physical and electronic), as well as its own risk management process.

The overarching framework of our policy begins with our certification to ISO 27001. This ISO certification provides a framework for Information Security Management best practices that helps organizations protect clients and employee information and to manage risk to information security effectively.

HITRUST CSF certified status demonstrates that Octave has met key regulatory requirements and industry-defined requirements and is appropriately managing risk. HITRUST certification places United Language Group in an elite group of organizations worldwide.

Our confidentiality assurance includes technology, training, and contractual agreements. ULG ensures that all customer property, while under ULG's supervision or in use by ULG is identified, verified, securely stored, and maintained.

We maintain individual folders for various groups, across all of our clients, on our secured network to safeguard data and ensure privacy. At a local retention level, all resources sign comprehensive confidentiality and data security agreement.

ULG uses its Translation Management System, Octave, to host projects and communicate with clients. All clients who use Octave are protected by our 256-bit encryption, ensuring secure connections and file transfer. All ULG data is hosted in a Tier III data center. Audit controls and procedures are conducted annually.

Octave uses a password-protected system as well, and does not store client passwords, but allows them to be reset if necessary. Through our ISMS, physical safeguards have been established at ULG. All offices are key card secured, and all file locations are locked at all times. Security cameras are in place throughout all ULG offices to maintain a secure office environment.

In addition, ULG uses standard methods of secure information transfer such as Secure Sockets Layer (SSL)/Transport Layer Security, including HTTPS and SFTP. At any time, ULG can generate reports of logins, file access, and alterations to any document in the system, and all user access attempts are logged into our system.

ULG files and backups are stored in a Tier III data center and replicated to a secondary data center in the same region. This employs several layers of security to ensure the safe transmission and vaulting of Region 4 Education Service Center's data. Connections are always initiated by the client machine. Data is

transmitted and stored utilizing 256-bit encryption. Digital certificates ensure that data can only be sent between your servers and our vault, and digital signatures on the network packets in transit secure the data from accidental or malicious intent. Username and password are used to access the web UI. Region 4 Education Service Center can impose a password policy (i.e.: minimum size and makeup, frequency of change.) Data vault utilizes a "black box" approach in that Region 4 Education Service Center's data is not identified by name.

ULG has a security policy incorporated into our quality manual. All our staff is required to read and sign the security policy during onboarding and on-the-job training. ULG conducts annual and ongoing training of employees and linguistic resources regarding Personally Identifiable Information (PII), Protected Health Information (PHI), and the Health Insurance Portability and Accountability Act (HIPAA).

All ULG staff members are under contract that binds them to best practices for cyber security, and they are trained on risk avoidance in accordance with our ISO 27001 certification. All resources sign comprehensive confidentiality and data security agreement. Contracts include confidentiality clauses and penalties for non-compliance and are reviewed and re-signed annually. We hold monthly meetings to address any issues or discrepancies. All internal employees and contractors are required to sign non-disclosure agreements and are under contract with ULG.

ULG also addresses client confidentiality through our standard client contracts. Based on specific Region 4 Education Service Center's requirements and project-specific requirements, we may apply measures such as additional confidentiality and data retention agreements.

17. 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.

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18. Provide any additional information relevant to this section.

Please reference ULG's proposal

TAB 5 – VALUE ADD

United Language Group, Inc.

Solicitation #21-06



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TAB 6 – ADDITIONAL REQUIRED DOCUMENTS

United Language Group, Inc.

Solicitation #21-06



Appendix C
ADDITIONAL REQUIRED DOCUMENTS

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

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

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

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

Company

United Langauge Group, Inc.

Contact

Bob Arnold

Signature

Bob Arnold

Printed Name

SVP, Client Engagement

Position with Company

Address

1600 Utica Avenue South,

Suite 750

**Official
Authorizing
Proposal**

Bob Arnold

Signature

Bob Arnold

Printed Name

SVP, Client Engagement

Position with Company

Phone

+1 855-786-4833

Fax

Fax # 612 767 3374 or us-fax@ulgroup.com

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:

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

Frequently Asked Questions:

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

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

Texas Government Code 2270 Verification Form

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

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

I, Bob Arnold, as an authorized representative of

United Language Group, Inc., a contractor engaged by

Insert Name of Company

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

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

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

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

Bob Arnold
Signature of Named Authorized Company Representative

8/19/2021
Date

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES *NM* 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 *NM* 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 NM 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 NM 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 NM 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 NM 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

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

“Clean Air Act

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

Federal Water Pollution Control Act

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

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. 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, United Language Group, 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.

Nicholas McMahon
Signature of Contractor's Authorized Official

Nicholas McMahon, CEO
Name and Title of Contractor's Authorized Official

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:
United Language Group

Address, City, State, and Zip Code:
1600 Utica Avenue, Minneapolis, MN 55416

Phone Number: 855 786 4833 Fax Number:

Printed Name and Title of Authorized
Representative: Nicholas McMahon, CEO

Email Address:
nicholas.mcmahon@ulgroup.com

Signature of Authorized Representative:
Nov 23rd 2021

Nicholas McMahon 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: United Language Group, Inc.

Organization

Address: 1600 Utica Avenue, South Minneapolis, MN 55416

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 |
|---------------------------------------|--|
| Yukon Capital Partners 12.26% | 8300 Norman Center Drive, Suite 600, Minneapolis, MN 55437 |
| Northern Pacific Group 44.48% | 315 Lake Street E, Suite 301, Wayzata, MN 55391 |
| New York Credit SBIC Fund, L.P. 4.88% | One Presidential Boulevard, 4th Floor, Bala Cynwyd, PA 19004 |

| | |
|--------------------------------------|--------|
| Employees and Related Parties 38.38% | Varies |
|--------------------------------------|--------|

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): | Bob Arnold | Title: | SVP Client Engagement |
| Signature: | <i>Bob Arnold</i> | Date: | July 22, 2021 |

DOC #2

NON-COLLUSION AFFIDAVIT

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

| | | | |
|-----------------------|--|--------|--|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

DOC #2

NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
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| 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 Katonah, County of Westchester

SS:

I, Bob Arnold residing in

N/A (name of affiant)

(name of municipality)

in the County of N/A and State of

_____ of full age, being duly sworn according to law on my oath depose and say that:

I am Senior Vice President - Client Engagement of the firm of

(title or position)

(name of firm)

United Language Group, Inc. the bidder making this Proposal for the bid

entitled Omnia Partners Region 4, and that I executed the said proposal with

(title of bid proposal)

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

Bob Arnold

Signature

December 6, 2021

Bob Arnold

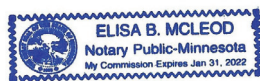
(Type or print name of affiant under signature)

Elisa McLeod

Notary public of

My Commission expires 1/31/2022

(Seal)



Digitally signed by Elisa McLeod Date: 2021.12.06 11:19:58 -06'00'

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

Company Name: United Language Group, Inc.
Street: 1600 Utica Avenue South
City, State, Zip Code: Minneapolis, MN 55416

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.

July 22, 2021

Date

Bob Arnold

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).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

| | |
|--|---|
| Name: Yukon Capital Partners 12.26% | Name: Northern Pacific Group 44.48% |
| Home Address: 8300 Norman Center Drive, Suite 600, Minneapolis, MN 55437 | Home Address: 315 Lake Street E, Suite 301, Wayzata, MN 55391 |
| Name: New York Credit SBIC Fund, L.P. 4.88% | Name: Employees and Related Parties 38.38% |
| Home Address: One Presidential Boulevard, 4th Floor, Bala Cynwyd, PA 19004 | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|---|--|
| Subscribed and sworn before me this <u>6th</u> day of December, 2021 | <u>Bob Arnold</u> (Affiant) |
| (Notary Public) Elisa McLeod | Bob Arnold - Senior Vice President, Client Engagement (Print name & title of affiant) |
| My Commission expires: Jan 31, 2022 | (Corporate Seal) |



Digitally signed
by Elisa McLeod
Date: 2021.12.06
09:46:17 -06'00'

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

Quote Number: RFP 21-06 Bidder/Offeror: United Language Group, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: Bob Arnold
Title: _____ Date: _____

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/>

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

UNITED LANGUAGE GROUP INC.
0450331910

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for UNITED LANGUAGE GROUP INC. was submitted on 12/20/2020 for the year: 2020

Registered Agent and Office

CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR
STE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628

Main Business Address

1600 UTICA AVENUE SOUTH
SUITE 750
MINNEAPOLIS, MN 55416

Officers and Directors

CHIEF EXEC. OFFICER (CEO)
Kristen Giovanis
1600 Utica Ave S
Minneapolis, MN 55416



Certificate Number : 2527157287
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
20th day of December, 2020*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY
UNITED LANGUAGE GROUP INC.
0450331910

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 12/17/2018 and was assigned identification number 0450331910. Following are the articles that constitute its original certificate.

- 1. Name:**
UNITED LANGUAGE GROUP INC.
- 2. Registered Agent:**
CORPORATION SERVICE COMPANY
- 3. Registered Office:**
PRINCETON SOUTH CORPORATE CTR, 160
100 CHARLES EWING BLVD
EWING, NEW JERSEY 08628
- 4. Business Purpose:**
INTERPRETING SERVICES
- 5. Incorporated Under the Laws of:**
MINNESOTA ON 10/30/1987
- 6. Effective Date of this filing is:**
12/17/2018
- 7. Main Business Address:**
1600 UTICA AVENUE SOUTH
SUITE 750
MINNEAPOLIS, MINNESOTA 55416

Signatures:

KARRIE WILLIS
VICE-PRESIDENT



Certificate Number : 4067598686

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
17th day of December, 2018*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

**UNITED LANGUAGE GROUP INC.
0450331910**

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

| | |
|------------------------------|-----------------------------|
| Name: | United Language Group, Inc. |
| Date Filed: | 10/30/1987 |
| File Number: | 5S-794 |
| Minnesota Statutes, Chapter: | 302A |
| Home Jurisdiction: | Minnesota |

This certificate has been issued on: 12/17/2018



Steve Simon
Secretary of State
State of Minnesota

12/19/18

Taxpayer Identification# 411-597-895/601

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

UNITED LANGUAGE GROUP

ADDRESS:

**1600 UTICA AVENUE SOUTH SUITE
MINNEAPOLIS MN 55416-5541**

EFFECTIVE DATE:

12/19/18

TRADE NAME:

UNITED LANGUAGE GROUP

SEQUENCE NUMBER:

2296172

ISSUANCE DATE:

12/19/18



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-001-13905R40V

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program**

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

| | | | | | |
|--|---|---|-------------------------------|-------------------|----------|
| 1. FID. NO. OR SOCIAL SECURITY 41-1597895 | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 500 | | | |
| 4. COMPANY NAME United Language Group, Inc. | | | | | |
| 5. STREET 1600 Utica Avenue, South | CITY Minneapolis | COUNTY Hennepin | STATE MN | ZIP CODE 55416 | |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None | | CITY | STATE | ZIP CODE | |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | | | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0 | | | | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | | | | |
| 10. PUBLIC AGENCY AWARDED CONTRACT | | | | | |
| | | CITY | COUNTY | STATE | ZIP CODE |
| Official Use Only | DATE RECEIVED | INAUG.DATE | ASSIGNED CERTIFICATION NUMBER | | |

SECTION B - EMPLOYMENT DATA

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

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|---|---|----------------|------------------|--|----------|-----------------|-------|-------------|--------------------|----------|-----------------|-------|-------------|
| | COL. 1 TOTAL (Cols.2 &3) | COL. 2 MALE | COL. 3 FEMALE | ***** MALE ***** | | | | | ***** FEMALE ***** | | | | |
| | | | | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers | 24 | 12 | 12 | 1 | 1 | 0 | 0 | 10 | 1 | 1 | 0 | 0 | 10 |
| Professionals | 114 | 37 | 77 | 1 | 8 | 1 | 4 | 23 | 2 | 32 | 0 | 8 | 35 |
| Technicians | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | 25 | 7 | 18 | 0 | 0 | 0 | 0 | 7 | 0 | 2 | 0 | 0 | 16 |
| Office & Clerical | 187 | 48 | 139 | 5 | 27 | 0 | 2 | 14 | 31 | 64 | 0 | 3 | 41 |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| | | |
|---|---|---|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 05 03 2021 |
| 13. DATES OF PAYROLL PERIOD USED From: 04/2/21 To: 04/16/21 | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | | | |
|---|---------------------|-----------------------------------|---|-------------------|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) Jayne Younghans | SIGNATURE | TITLE Payroll&Benefits Manager | DATE MO DAY YEAR 07 22 2021 | | |
| 17. ADDRESS NO. & STREET 1600 Utica Avenue, South | CITY Minneapolis | COUNTY Hennepin | STATE MN | ZIP CODE 55416 | PHONE (AREA CODE, NO.,EXTENSION) 612 - 400 - 6624 |

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Bob Arnold Title: SVP Client Engagement

Signature: Bob Arnold Date: July 26, 2021

DOC #9
MCBRIDE-PRINCIPLES



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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP 21-06

VENDOR/BIDDER: United Language Group, Inc.

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

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Bob Arnold

July 22, 2021

Signature

Date

Bob Arnold

Print Name and Title