

TIPS VENDOR AGREEMENT

Between Idea Language Services, LLC (dba Idea Translations) and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
211002 Interpreting, Translation, and Multi-Lingual Goods and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement 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 shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member 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.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor 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. **Safety measures:** Awarded Vendor 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. Awarded Vendor shall post warning signs against all hazards created by the 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.

Safety Measures

Awarded Vendor 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. Awarded vendor shall post warning signs against all hazards created by the 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.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working

days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

211002 Interpreting, Translation, and Multi-Lingual Goods and Services

Company Name Idea Language Services, LLC (dba Idea Translations)

Address 8719 Evangel Drive

City Springfield State VA Zip 22153

Phone 860-781-6377 Fax 860-760-6057

Email of Authorized Representative sergio@ideatranslations.com

Name of Authorized Representative Sergio Atristain

Title Director

Signature of Authorized Representative 

Date 11/18/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1-27-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



211002

Idea Language Services, LLC

Idea Language Services, LLC

Supplier Response

Event Information

Number: 211002
Title: Interpreting, Translation, and Multi-Lingual Goods and Services
Type: Request for Proposal
Issue Date: 10/7/2021
Deadline: 11/22/2021 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Idea Language Services, LLC Information

Contact: Sergio Atristain
Address: 8719 Evangel Drive
Springfield, VA 22153
Phone: (860) 781-6377
Email: sergio@ideatranslations.com
Web Address: www.ideatranslations.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sergio Atristain

Signature

Submitted at 11/20/2021 3:39:49 PM

sergio@ideatranslations.com

Email

Requested Attachments

Agreement Signature Form

Agreement Signature Form 211002.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

Certifications.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

211002 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Rate Table - 2021 and Description of Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

SWAM 2020-2025.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

Agreement Signature Form 211002.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

211002 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

LogoIdeaTranslations.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

CONFIDENTIALITY CLAIM FORM 211002 Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W9 - Idea Language Services, LLC.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Response Attachments

RESPONSE TO RFP - Region 8 ESC, TX.pdf

Descriptive Response to RFP

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Idea Translations was established in 2007 starting as a boutique translation company for English to Spanish educational content. Currently we serve over 250 clients in over 100 languages in a wide range of industries. We are part of the small circle of companies holding ISO 9001:2015 and ISO 17100:2015 certifications guaranteeing a thorough quality assurance process in every project we complete.

Our headquarters is in Springfield, Virginia USA and we have a production center in Buenos Aires, Argentina. Additionally, we have production teams in Mexico, Brazil, China, Russia, Germany and India. We have a staff of 36 Full time employees and over 2500 qualified native translators and reviewers and 150 subject matter experts for highly specialized content.

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8607816377"/>
----------	--

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8607606057"/>
-----------	--

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8607816377"/>
-----------	---

12	Secondary Contact Name Secondary Contact Name <input type="text" value="Diego Sansone"/>
-----------	---

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Operations"/>
-----------	--

14	Secondary Contact Email Secondary Contact Email <input type="text" value="diego@ideatranslations.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8774098460"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	---

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Sergio Atristain"/>
-----------	--

19	Admin Fee Contact Email Admin Fee Contact Email sergio@ideatranslations.com
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8607816377
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Sergio Atristain
22	Purchase Order Contact Email Purchase Order Contact Email sergio@ideatranslations.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8607816377
24	Company Website Company Website (Format - www.company.com) www.ideatranslations.com
25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. Idea Translations
26	Primary Address Primary Address 8719 Evangel Drive
27	Primary Address City Primary Address City Springfield
28	Primary Address State Primary Address State (2 Digit Abbreviation) Virginia
29	Primary Address Zip Primary Address Zip 22153

3
0 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Translation Services, translation, multi-lingual services

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Springfield

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Virginia

**3
5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3
7 Catalog or list pricing of vendor**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**3
8 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
9

Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
0

Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1

Years in Business as Proposing Company

Years in business as proposing company?

4
2

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4
3

Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4
4

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid 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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5
3

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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 vendor agree?

5 5 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5 6 2 CFR PART 200 Clean Air Act

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 \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5
9

2 CFR PART 200 Procurement of Recovered Materials

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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 0 2 CFR PART 200 Rights to Inventions

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 1 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6
3** **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 undersigned certifies, to the best of his or her knowledge and belief, 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 any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**6
4** **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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;

(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 ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

6 7 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

6 Remedies

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 Remedies Explanation of No Answer

9

7 Choice of Law

0

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7 Venue, Jurisdiction and Service of Process

1

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Portland Public Schools	Marifer Sager	msager@pps.net	(503) 916-3524
Stamford Public Schools	Michael Meyer	MMeyer@stamfordct.gov	(203) 977-5620
Schertz-Cibolo-Universal City Independent School District	Christina Enfield	cenfield@scuc.txed.net	(210) 945-6227
The Parent Project	Ralph Fry	budfry@parentproject.com	(800) 372-8886
University of Wisconsin Population Health Institute	Katie Kooney	kcooney2@wisc.edu	
New Hampshire Department of Education Bureau of Special Education	Danielle Younie	Danielle.Younie@doe.nh.gov	
Wisconsin Department of Public Instruction	Julie Incitti	julie.incitti@dpi.wi.gov	(608) 266-0963

Required Confidential Information Status Form

Idea Language Services, LLC

Name of company

Sergio Atristain - Director

Printed Name and Title of authorized company officer declaring below the confidential status of material

8719 Evangel Drive

Springfield

VA 22153

860-781-6377

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Sergio Atristain Digitally signed by Sergio Atristain Date: 2022.01.10 11:47:35 -03'00' Date 1/10/2022

Certifications

American Translator Association – Voting Member Certificate



Small Women and Minority Owned Certification from the State of Virginia

COMMONWEALTH of VIRGINIA
Department of Small Business and Supplier Diversity

Company Name: IDEA Language Services, LLC
Certification Number: 702373
Small Certification Start Date: Mar 18, 2020
Micro Certification Start Date: Mar 18, 2020
Women Owned Certification Start Date: Mar 18, 2020
Minority Owned Certification Start Date: Mar 18, 2020
SWaM Certification Expiration Date: Mar 18, 2025

Dear Applicant,

We are pleased to inform you that your request for certification has been approved. Your company has been approved for the following designations:

Small, Micro, Women Owned, Minority Owned

Your certification is valid for a term of five years from the date of your approval; re-certification is required at the end of that term.

You may log into your account to download a copy of your company's SWaM certificate as well as the SWaM-certified logo to use on marketing materials.

You will see your company listed as a certified vendor in our directory at <https://www.sbsd.virginia.gov/directory/>

It is very important that you keep your contact information up to date. Submit your changes electronically by logging into your account and updating the necessary information.

To do business with the Commonwealth of Virginia, you need to register your company with the eVA system, the state's online procurement system at <https://eva.virginia.gov>. All state solicitations are conducted on this site.

To check Procurement and Business Opportunities with state agencies, local governments, and others, please visit: <https://m.vendor.eprocipdc.com/Vendor/public/AllOpportunities>

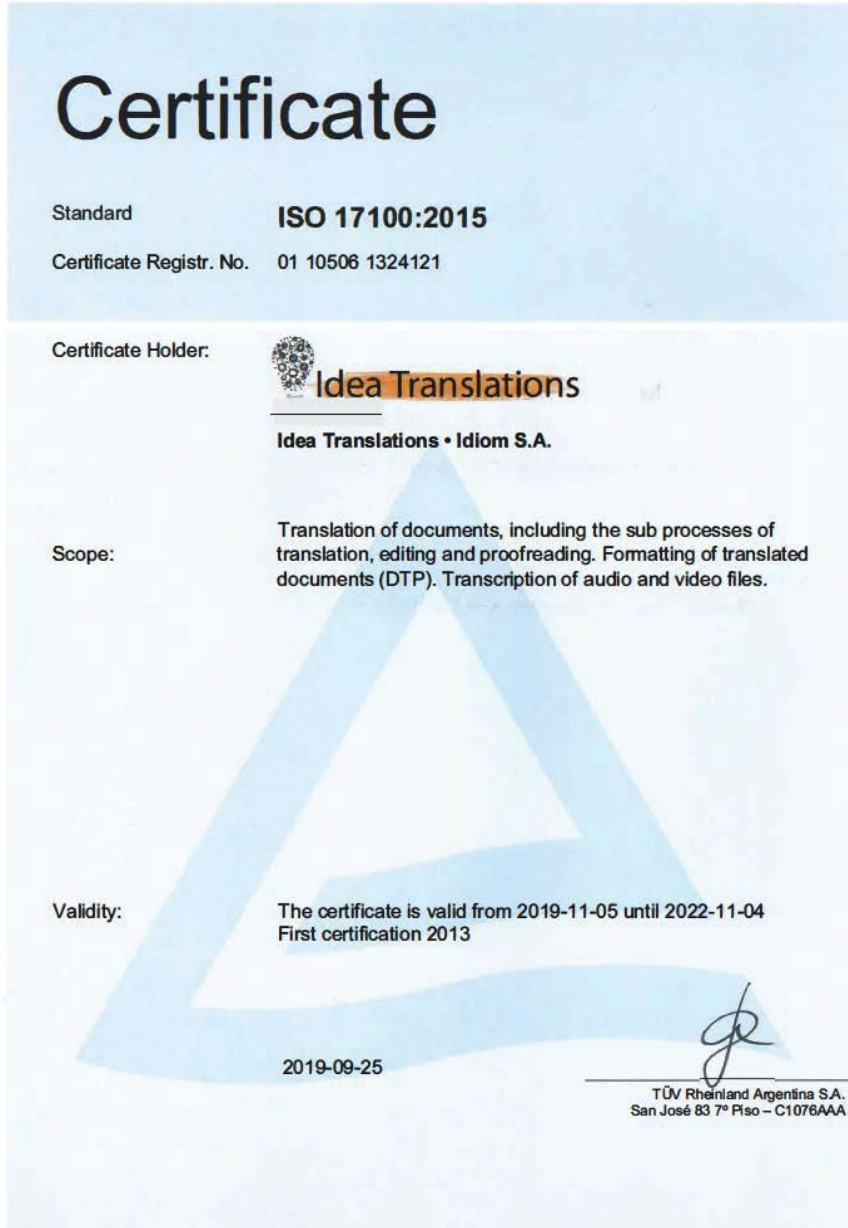
If you need assistance to operate your business, please visit this site: <http://www.bos.virginia.gov/running.shtml>

Sincerely,

Virginia Department of Small Business and Supplier Diversity
Certification Team

101 N. 14th Street, 11th Floor, Richmond, VA 23219. Phone: 804-786-6585. Fax: 804-786-9736

ISO 17100 Certificate



www.tuv.com

 **TÜVRheinland®**
Precisely Right.

US Small Business Administration Certification



**U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416**

Date: 2020-06-24 13:54:13 -0300

From: Office of Government Contracting
To: IDEA LANGUAGE SERVICES, LLC

Subject: Documents Uploaded to WOSB Program Repository

SBA has received documents uploaded by you to the WOSB Program Repository. In order to submit an offer on a contract reserved for competition among EDWOSBs or WOSBs under the WOSB Program, you must be registered in the System for Award Management (SAM.gov), have a current representation posted on SAM.gov that you qualify as an EDWOSB or WOSB, and have provided the required documents to the WOSB Program Repository. 13 C.F.R. 127.300(a). It is your responsibility to ensure you have uploaded all of the documents required by 13 C.F.R. 127.300, remember to log into SAM.gov and update your small business certification status.

You must update your WOSB Program Certification (WOSB or EDWOSB) in the WOSB Program Repository and your EDWOSB/WOSB representations and self-certification in SAM.gov as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The certification and representations are effective for a period of one year from the date of submission or update. You must update the supporting documents submitted to the WOSB Program Repository as necessary to ensure they are kept current, accurate and complete. 13 C.F.R. 127.300(f). In accordance with 13 C.F.R. 127.400, SBA, at its choosing, retains the authority to conduct an Eligibility Examination of your submitted documentation. If this should occur, you will be notified per the regulations.

Sincerely,

U.S. Small Business Administration Office of Government Contracting

Texas License

Form 304		Filed in the Office of the Secretary of State of Texas Filing #: 803275550 03/27/2019 Document #: 877632350002 Image Generated Electronically for Web Filing
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$750	Application for Registration of a Foreign Limited Liability Company	

1. The entity is a foreign limited liability company. The name of the entity is :

Idea Language Services, LLC

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation which it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

3. Its federal employer identification number is: **113787464**

Federal employer identification number information is not available at this time.

4. It is organized under the laws of: **VIRGINIA, USA**
and the date of its formation in that jurisdiction is: **8/8/2011**

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below. The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

Translation Services

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: **03/27/2019**

8. The principal office address of the limited liability company is:
8719 Evangel Dr., Springfield, VA, USA 22153

9A. The initial registered agent is an organization by the name of:
Registered Agents Inc.

9B. The initial registered agent is an individual resident of the state whose name is:

9C. The business address of the registered agent and the registered office address is:

700 Lavaca St., STE 1401 Austin TX 78701

Consent of Registered Agent

A. A copy of the consent of Registered Agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both):
IF INDIVIDUAL
Sergio F Atristain
OR
IF ORGANIZATION
ADDRESS OF GOVERNING PERSON :
8719 Evangel Dr. Springfield VA, USA 22153

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: **March 27, 2019**

Sergio Atristain

Signature and title of authorized person on behalf of the foreign entity

FILING OFFICE COPY

Business, Professional and Occupational License

2021 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE 2021
 COUNTY OF FAIRFAX, DEPARTMENT OF TAX ADMINISTRATION (DTA)
 PHONE: 703-222-8234 TTY: 711 WEBSITE: www.fairfaxcounty.gov/taxes

IDEA LANGUAGE SERV LLC
 IDEA LANGUAGE SERV LLC
 8719 EVANGEL DR
 SPRINGFIELD VA 22153-1259

Notice: This is your 2021 Business, Professional and Occupational License (BPOL). The bottom-half is perforated to allow you to tear off and post this license in your establishment. Please note, if your check is not honored by the bank, this license shall be invalid.

2021 LICENSE INFORMATION			
ACCOUNT #:	000-11-2925	LICENSE PERIOD:	01/01/2021 - 03/01/2022
ORDINANCE CODE:	47223B99	LICENSE BASIS:	\$1,125,962
NAICS:	541930	LICENSE RATE:	\$.19 per \$100
LOCATION:	8719 EVANGEL DR SPRINGFIELD VA 22153-1259	FED. I.D. OR E.I.N.:	11-3787464
CLASSIFICATION:	PERSONAL SERVICE	LICENSE NUMBER:	2165965
DATE PAYMENT RECEIVED:	03/01/2021	INSTALLMENT(S):	

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us an e-mail through our website, www.fairfaxcounty.gov/taxes.


As with all taxes, our goal is to administer the BPOL tax fairly and in accordance with State and County Codes. Our staff strives to provide professional assistance and quality customer service. Please let us know if we are not meeting your needs. Your satisfaction is important to us and your comments are always welcome.

Juan B. Rengel, Director
 Personal Property and Business License Division
 Department of Tax Administration

CC: Jay Doshi, Director
 Department of Tax Administration

**FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION
 2021 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE
 (BPOL) FOR ORDINANCE 47223B99 : PERSONAL SERVICE**

THIS LICENSE HAS BEEN ISSUED BY THE FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION (DTA) AND IS GRANTED TO:

 IDEA LANGUAGE SERV LLC IDEA LANGUAGE SERV LLC 8719 EVANGEL DR SPRINGFIELD VA 22153-1259	_____ _____ _____	<div style="border: 1px solid black; padding: 2px; display: inline-block;">165965</div> THIS LICENSE IS VALID THRU 03/01/2022 Dept. Tax Administration, Suite 223 12000 Government Center Parkway Fairfax, Va. 22035, Phone: 703-222-8234 Website: www.fairfaxcounty.gov/taxes
---	-------------------------	---

RESPONSE TO RFP# 211002

Interpreting, Translation, and Multi-Lingual Goods and Services for Texas Region 8 Education Service Center (Region 8 ESC)

Submitted by:

Idea Language Services, LLC (dba Idea Translations)
8719 Evangel Drive, Springfield, Virginia 22153, USA
Attn: Sergio Atristain, Director
sergio@ideatranslations.com
www.ideatranslations.com
(860) 781-6377

Table of Contents

Cover Letter	3
Idea Language Services, LLC Background	4
Languages (Partial List)	7
Key Personnel at Idea Language Services	8
Methodology of Work	23
Translation Process	24
Translation	24
Independent Editing	24
Quality Control Process	24
Technology	25
Translation Management System	25
CAT Technologies and Translation Memory	26
Translation Memory	26
Additional Services.....	27
DTP – Formatting Services	27
Website Localization through Proxy Technology or CMS access	27
Software Localization.....	27
Transcription	28
Zoom Remote Simultaneous Interpreting (RSI)	28
Subtitling, Dubbing and Audio Recording.....	29
E-Learning Courses	29
References	30
Sample Translations	31
Company Information.....	36
Validity of Proposal	37
Offeror’s Legal Status	37
Authorized Personnel.....	37
Additional Testimonials and Clients.....	38

Cover Letter

Dear Representatives at Region 8 ESC,

Idea Language Services, LLC would like to thank you for the opportunity to provide you with a translation service proposal.

Idea Language Services, LLC is an ISO 9001:2015 and ISO 17100:2015 Quality Management System certified company with the mission of helping US school districts and educational institutions communicate effectively in a multicultural setting providing communications that are culturally appropriate and convey the message intended.

To accomplish our mission, we have at our disposal a wide range of resources, including the latest technology in translation tools and eLearning authoring tools, specialized technical terminology glossaries and a wide range of certified professional translators to complete the language tasks. As a team of experienced professionals that work together closely in order to coordinate each project as efficiently as possible, it is our goal to deliver high quality results meeting our clients' expectations.

Thanks again for considering Idea Language Services, LLC as a potential supplier of translation services and feel free to contact me with any questions or comments in regards to this proposal.

Please note this Response is for **Written Translation** Services only.

Sincerely,

Sergio Atristain
Director
Idea Language Services, LLC
Ph: (860) 781-6377
sergio@ideatranslations.com
www.ideatranslations.com

Idea Language Services, LLC Background

Our company was established in 2007 starting as a boutique translation company for English to Spanish educational content. Currently we serve over 250 clients in over 100 languages in a wide range of industries.

We are part of the small circle of companies holding ISO 9001:2015 and ISO 17100:2015 certifications guaranteeing a thorough quality assurance process in every project we complete.

Our headquarters is in Springfield, Virginia USA and we have a production center in Buenos Aires, Argentina. Additionally, we have production teams in Mexico, Brazil, China, Russia, Germany and India. We have a staff of 36 Full time employees and over 2500 qualified native translators and reviewers and 150 subject matter experts for highly specialized content.



We have three main differentiators:

Quality: Our company is ISO 9001:2015 and ISO 17100 certified. We have a stringent quality assurance process in place aimed at constant improvement. We not only have in-house translators, editors and proofreaders, but also engineers and designers that are able to complete any job, in any format. May it be InDesign files or other types of documents that require DTP or more challenging projects like the translation of E-learning courses, websites or applications, we are able to complete all projects seamlessly without the headaches of having several vendors involved.

Technology: We have a developed a simple, secure and robust platform for client communications that allows client to create projects, approve quotes, download

translations and translation memories and see usage and spend reports. Please see an explanatory video below:



<https://youtu.be/4YFQzYyDYzo>

Price: We provide our clients with rates that are in average 30% lower than our competitors by taking advantage of our unique platform to accelerate and simplify translation tasks and leverage previously translated content and pass these cost savings to our clients.

Value adding activities

1. We provide TM, glossary and preferences maintenance at no charge.
2. We have a team of engineers that is able to work on almost any format and CAT tools and can help with complex import and export issues.
3. We have 24/7 on call staff for rush projects.
4. We are able to quickly organize and put together multi member teams for big projects with urgent turnarounds. We've successfully completed projects requiring a 35,000-word daily output.

Idea Language Services, LLC has fourteen years of translation experience working with school districts. Currently, we provide services to more than fifteen educational institutions. We help School Districts such as Portland Public Schools in Oregon, Stamford Public Schools in Connecticut, Jackson Public Schools in Missouri, Adams 12 Five Star Schools in Colorado, Gwinnett County Public Schools in Georgia and Lincoln Hills and Copper Lake School in Wisconsin. We also hold cooperative contracts with: Nebraska Healthcare Association, REGION 10 ESC and REGION 11 ESC.

We translate from complex vision documents requiring creative language and extensive graphic design capabilities, to simple parent and community communication letters. Some of the most popular materials we translate are IEPs, Principal Letters, Brochures, Contracts and Agreements, Emergency Health Communications and bilingual learning textbooks and workbooks.

Here we detail some of our most relevant translation experiences during the last five years:

	Description	Year	Responsible
Portland Public Schools (PPS)	PPS came to Idea Translations with a large project in mind; they needed preschool and elementary school educational materials translated for their Dual language program (Spanish and Russian). They had over 20 guides averaging 350 pages each that required translation within 8 weeks, just before the beginning of the school year. Additionally, they had work sheet assets requiring extensive graphic design and formatting. Idea Translations team had to work simultaneously with 3 translation, editing and proofreading teams and over 8 graphic designers, all working together in a synchronized manner. The outcome? We pulled it off and PPS started the school year with their student content ready to learn in a bilingual program.	2018-2021	Lead – Maricel Dietrich PM – Johana Jauregui
Stamford Public Schools	Our company was selected by Stamford as the sole translation source for all IEP and parent communications as well as guidebooks and procedure content.	2019 - Present	Lead – Sergio Atristain
New Hampshire Department of Education Bureau of Special Education	For the New Hampshire Department of Education Bureau of Special Education we were elected to translate several work books into more than eleven languages, including Spanish.	2018	Lead – Sergio Atristain
Education for Employment	Translation and proofreading of manuals for the development of poor young students in the middle east and northern Africa	2018	Lead – Sergio Atristain
Healthy Wisconsin Leadership Institute	We are translation providers for various pieces that target the engagement and education of communities in Wisconsin to make healthy life choices	2018 - Present	Lead – Sergio Atristain
The Parent Project	Translation of all program contents.	2016 - Present	Lead – Sergio Atristain
Inter-American Air Force's Academy	Idea Translations was awarded a contract with the Inter-American Air Force's Academy to translate a course work in Collegiate Spanish, consisting of approximately of 2,000,000 words and 16 hours of video.	2019 - 2020	Lead – Sergio Atristain PM – Cecilia Ferro

Key Personnel at Idea Language Services



Sergio F. Atristain – Managing Director

Sergio is the Managing Director and partner for Idea Language Services, LLC. Sergio has been in the translation business for over a decade and understands the challenges involved in accurately communicating from one language to another taking into account the target communities, specific language nuance and appropriateness of translated content.

Sergio currently helps organizations such as The City of Cincinnati, The City of Harrisonburg, Virginia Housing Authority, Stamford Public Schools, New Hampshire Dept. of Education, American Airlines, ADBSafegate, The US Government Printing Office, The State of Oregon Department of Environmental Quality, Panera Bread, Parkland Health, The Parent Project, Red Hat, Saint Gobain, Bristol Myers Squibb, Huntington Memorial Hospital, John Deere and other organizations successfully communicate to target non-English speaking communities.

Sergio holds a BA in Economics from SUNY Stony Brook and an MA in international relations from the Latin American Faculty of Social Sciences.

EDUCATION

Master of International Economic Relations (M.A.)

March 2005 – December 2007 - FLACSO (Facultad Latinoamericana de Ciencias Sociales)- University of Barcelona - University of San Andrés Buenos Aires, Argentina (GPA of 8.5/10)

Bachelor of Arts / Economics (B.A.)

September 1997 - May 2001 - State University of New York at Stony Brook, Stony Brook, NY
(Graduated "Cum- Laude" - GPA of 3.64)

WORK EXPERIENCE

January 2007 – Present - Managing Director

Idea Language Services, LLC – Washington D.C. Metro Area

Responsible for client interactions

Responsible for all agency clients and large corporation clients

Responsible for Financial, Business and Technical Assignments

Grew company from 0-1.5million in sales.

November 2009 – January 2011 Technology Business Development Consultant

Oracle Corporation (www.oracle.com). Buenos Aires, Argentina

Responsible for finding business in the amount of \$600k yearly for Oracle Direct Technology Business in the Southeast US region.

Responsible for working with a virtual team to plan and execute successful penetration for national accounts with a revenue range from \$50 million to \$1 billion.

Strong understanding of Oracle Solutions such as Database, Business Intelligence and Security.

Sales training in the Sandler methodology

November 2007 – December 2009 – Corporate Account Manager

Frost & Sullivan (www.frost.com). Buenos Aires, Argentina

Corporate Account Manager for the US and Canada in the area of Technical Insights focusing on Emerging Technology Research.

Responsible for planning and handling account penetration for large corporate clients.

Successful penetration with clients such as Invensys, Tyco, Allegro Microsystems, Schering Plough, Kobe and others.

Consulting approach to sales, catering and customizing our products to meet client's needs.

Average sale \$10,000 per client contract

January 2007 - November 2007 - Sales Representative

International Financial Center & Exchange (IFCE) (www.ifce.com). Buenos Aires, Argentina

In charge of all marketing strategies to exploit the Argentine market for offshore investments.

Monthly market and profit analyses.

Long term evaluation of business opportunities for IFCE in Argentina.

Weekly reports for stock and bond exchange activities and current financial situation for Argentina and the Southern Cone Region.

Networking and relationship development with the purpose of expanding IFCE's presence in Argentina.

October 2002 - January 2005 - Customer Service Supervisor

Omnicare, Inc. (www.omnicare.com) (Leading Pharmaceutical and Durable Medical Equipment Provider in the U.S.) - Alexandria, Virginia U.S.

In charge of the Customer Service Dept.

Monthly productivity and revenue analyses

Responsible for implementing the Spanish and Foreign Languages service for non-English-speaking customers

Responsible for training staff and clients on the usage of equipment, requirements for medical coverage and firm's national credentials

October 2001 - October 2002 - Customer Service Representative

APRIA, Inc. (www.apria.com) (Leading Durable Medical Provider in the U.S.) - Springfield, Virginia U.S.

Intake of phone and mail orders for medical equipment

Verification of insurance and medical necessity

Trouble shooting problems over the phone

Explain proper usage of equipment

VOLUNTEER EXPERIENCE

October 2005-January 2006 - Project Analyst

Fundación Progresar (Non-profit organization with the purpose of providing micro-credit to impoverished communities) – Buenos Aires, Argentina

Creating and updating projects for Fundación Progresar (a non-profit ONG with the purpose of providing micro-credit for impoverished and marginalized individuals)

Researching and contacting possible donors

TEACHING EXPERIENCE

January 2001- May 2001 - State University of New York Stony Brook. Stony Brook, NY U.S.

Teacher Assistant, Intermediate Macroeconomics

Responsibilities included: reviewing of material during weekly office hours and proctoring and grading tests and homework.

January 2000 - December 2000

Nassau Community College. Garden City, NY U.S Tutor, ESL (English as a Second Language Dept.)

Responsibilities included: helping foreign students correct their grammar, pronunciation and general writing.

RESEARCH EXPERIENCE

January 2001- May 2001

State University of New York Stony Brook Stony Brook, NY U.S.

Independent Research Project and Senior Thesis

Usage of econometric and statistical tools to explain the impact of key variables on Bolivia's GDP in a 10-year period 1990 – 2000.

Project used as Senior Thesis. Three college credits awarded with a final grade of A.

SKILLS

Computer Skills

Lotus Notes, MS Word, MS Excel, Ms Outlook, Adobe Photoshop 6.0, SPSS statistical, Mestamed, Acis (costumer maintenance software), HTML, Knowledge of Search Engine Optimization and PPC Campaigns, CRM experience in Siebel, Salesforce and SalesLogix.

Language Skills

Fluent native written and spoken Spanish and English; conversational French.

AWARDS RECEIVED

April 2001

Recipient of the State University of New York Academic Award Achievement

December 2000

Member of the Golden Key National Honors Society

Dean's list for three consecutive semesters at SUNY Stony Brook



Diego J. Sansone – Director of Operations

Diego is the Production Manager and one of the company founders. He is responsible for translation and localization management, IT and product development. Diego is the

Mastermind behind IRIS our best in class Translation Management System application helping increase productivity by 50% as well as increasing client satisfaction levels to nearly 100%. Diego is responsible for streamlining the company's processes leading to our ISO 9001:2008 certification in quality management and ISO 17100 certification in Translation Management Processes.

Diego holds a Degree in Industrial Engineering from the University of Buenos Aires.

EDUCATION

Industrial Engineer

November 2011 – University of Buenos Aires - Industrial engineer with technical background. 16 years in the translation industry

Technician-Mechanics

High School

OTHER STUDIES

Foreign Trade: Bank Boston Foundation.

English language studies in UBA and Canadian English program (1995)

Network administration: iPlan Networks Argentina

WORK EXPERIENCE

January 2007 – Present – Director of Operations

Idea Language Services, LLC

Quality Assurance: helped the Company to certify ISO 9001:2008/2015 and ISO 17100 and EN 15038 (European standard for linguistic services providers)

Responsible for the design of new working methodologies in challenging projects: specific contents, short timelines, big volumes, etc.

Revision and Management of specific technical terminology for technical, scientific and education related projects.

Help new resources with training in the use of CAT tools

2005- 2006 - Project Manager

Trusted Translations, Inc.

Managed English/Spanish translation/editing projects in the technical area.

Analysis, quote, recruitment of necessary resources, administration of the whole project from beginning to end

2005 – Specialized technical translator

Trusted Translations, Inc.

Examples of final clients: Kyocera/Siemens. Performed Translation, editing and content management

2000-2002- Sales Representative

General Industries Argentina S.A. Buenos Aires, Argentina

Overseas Purchase Department

Searched for specific products in specific markets.

Optimization of import process, consolidation and coordination of tasks between providers and transportation.

Standardization according to ISO 9001/2000.

1995- Lived in Canada

Studied English and fluid conduction course

1990-1993- Electomechanic

Rodríguez Corswant Laboratory

Precision electro mechanic tasks. Interpretation of draws and service manuals, technical specifications of spectrophotometry equipment

SKILLS

Computer Skills

Website administration under FTP protocol and CPanel; Website administration with Wordpress, Magento; Use of CAT tools: Trados Studio, Memoq, Memsource, Wordfast, Smartling, among others; Knowledge of Office, Acrobat and MS Project; AutoCad; E-learning tools (Articulate 360) and Moodle LMS.

Language Skills

English (Excellent written and spoken domain - lived in Canada for more than a year), Portuguese (Basic level).



Maricel Dietrich - Production Director

Maricel is a certified Spanish Translator and manages all Government and Education accounts at Idea. She is an expert user of QA tools like Xbench and Verifika, CAT tools like Trados and Wordfast and is familiar with design tools such as PowerPoint, InDesign, Illustrator, QuarkXpress and others. She guarantees high quality service to key clients such as Portland Public Schools, Stamford Public Schools, New Hampshire Department of Education, American Airlines, The US Government Publishing Office, ADBSafegate Providence Health, Cortland Partners, Yolo Hospice and many other organizations requiring fast, high quality translation services for their education and communications materials.

Maricel has a BA degree in Spanish<->English translation from the University of Belgrano.

EDUCATION

1999 – 2002 Universidad de Belgrano

English/Spanish Certified, Literary and Technical-Scientific Translator

ATA Member (voting member) since 2018

WORK EXPERIENCE

November 2007 – Present / Idea Translations

In charge of HHRR Head Management and also of the Production and Quality Assessment areas. Supervisor of multilingual Translation Project, quote analysis, clients and provider's management. General coordination of all Translation, DTP, website, editing, proofreading, interpretation, subtitling, transcription projects.

January 2004 – September 2006 / Project Manager

Project Manager for Trusted Translations Inc. Project quotes. Resources and time assessment. Choice of resources. Management of translation teams. TEP process coordinator. Managed Projects of up to 1,000,000 words in several languages and subject matters. Creation of glossaries and use of CAT tools together with design software tools in Translation projects.

January 2004 – Present / Freelance Translator

Eastman Chemical Company. English/Spanish and Spanish/English translation projects: legal documents, technical certifications, employee manuals, newsletters, corporate communications.

Idea Language Services, LLC.

English/Spanish translations in the medical, technical and legal areas. Editing and proofreading. Project Management general consultant.

Akorbi Consulting Services

English/Spanish translations in the medical, technical and legal areas. Editing and proofreading.

Small World Language Services

English/Spanish translations in the medical, technical and legal areas. Editing and proofreading.

CardioMems Inc. y GI Dynamics

English/Spanish and Spanish/English translations of clinical study protocols, legal documents, technical certifications, among others.

Spanish Publishing Group

English/Spanish translations of biology, physics and geology texts. Editing and proofreading of PDF documents and Word documents with track changes.

Freelance translations

English/Spanish translations of accounting material (balance sheets, account reports, auditing reports, tax reports, business plans, among others), legal documents (contracts, legal certificates, judgements) and medical documents (prospects, clinical trials, pharmaco-technical material), personal documents (school certificates, passports), texts related to psychology, accounting and the Argentine tax system. Translation into English of the following sites: <http://www.dinosaurspatagonia.com.ar>; <http://www.estancia-sanjuan.com.ar>, <http://www.ids-web-development.com>, <http://www.laboratoriopyam.com>.

CIVISA S.A.

Subtitling/translation (English/Spanish) for Discovery Channel TV shows; closed captions. Subtitling and Translation for the Festival Internacional de Cine de Mar del Plata.

Oct 2003 – Jan 2004 / Teletech Argentina S.A.

Telemarketer (in English): direct telephone sale to US users of Nextel cellphones.

May 2003 / I.A.N.C.A.

Interpreter: English/Spanish interpreting of a conference given by Dr. Peter Hurtgen.

2001 - 2002 / Laboratorio Kampel Martian

Translator in the Registry Department: English/Spanish and Spanish/English translation of legal documents (sales agreements) and technical documents (clinical studies, pharmaco-technical material, clinical consultation material, prospectuses, medicine packaging, sale certifications of products, among others).

SKILLS

Computer Skills

Microsoft Office (all tools), Adobe Acrobat Professional 10, Trados 7 Freelance (Multiterm, Tag Editor, Workbench, WinAlign), Wordfast Classic, Wordfast Pro, SDL Trados Studio 2019, Idiom, Deja Vú, Translation Workspace, Smartling Platform, MemoQ, Memsource, XTM. Knowledge of Quark Xpress, Adobe InDesign, Adobe PageMaker, Adobe FrameMaker, Adobe Illustrator, AutoCAD and Microsoft Visio in translation projects. Knowledge of Storyline, Captivate and Articulate Rise. FTP.

Language Skills

Spanish (native), English (high-proficient reading and speaking level)



María Cristina Gisbert - Linguist

EDUCATION

Real Estate Licensee in Virginia – License No.0225-192767

Associate Degree in Business Management - Institute of Business Education – La Paz, Bolivia

Commercial & Accounting Specialist and Bilingual Executive Secretary –

St. Andrew's School of Commerce –La Paz, Bolivia

Real Estate Post-License Courses – American School of Real Estate Exp.

Small Enterprises Mgmt. – IDEA Institute – La Paz, Bolivia
Personnel Administration – IBEE/USAID, Bolivia
Corporate Financial Analysis – Puerto Rico
Personnel Compensation Analysis – Puerto Rico
Personnel Benchmark's Seminar – Lima, Peru
Financial Control Seminar, Montevideo, Uruguay
Financial Systems Technology, Sao Paulo, Brazil

WORK EXPERIENCE

January 2011 – Present - Linguist
Idea Language Services, LLC – Washington D.C. Metro Area

May 2009 – Present Administrative/Bookkeeping Assistant and Real Estate Agent
SSG REAL ESTATE, LLC. Springfield, VA

Real Estate Agent servicing all Spanish speaking clients and workers.
Office administration in general. Schedule appointments, follow-up with clients. Handle correspondence and documentation.
Prepare files by case, negotiate with Banks, receive commissions, calculate and pay agents.
Manage the accounting in QuickBooks, control of commissions, bank accounts, A/R, etc.

June 2006 – January 2009 – Director of Finances/Accounting & Human Resources
SSG REAL ESTATE, LLC. Glastonbury, CT

Office administrator for staff of 10 and 50 Realtors, and 30-50 vendors.
A/R and A/P management, Credit Cards processing, banking management. Bid out annual contracts for leases, property insurance and building maintenance.
Managed HR records for 50 agents and office staff of 10.
Organize trainings and seminars for staff and clients both in English and Spanish

August 2004 - June 2006 - Assistant to the Vice President
FORT MYER CONSTRUCTION CORP. Washington, DC

Prepare legal documentation as required, transcription of Court Cases, transcription and translation.
Develop and organize administrative/filing system for construction works in progress
Prepare contracts for vendors, contractors and sub-contractors, follow-up on billing and invoices.
Prepare work development charts and work progress charts for Directory Meetings.

Assist to Court when Spanish personnel involved. Translate and transcript.

June 2000 - August 2004 - Legal Administrative Assistant & Bookkeeper

LAW OFFICES OF ADRIANA B. LAKE, PLC - Fairfax, VA

Immigration, Divorce and Criminal Practice: Prepare court orders and documentation required in each case. A/P & A/R management.

Clients: Get their information and documents, help them and explain how to fill forms, billing, and collect payments. Maintain data in legal system. Translate, interpret and transcribe to/from Spanish.

Multi-task administrative office work

1995 - 1999 - Administrative Supervisor

CENTRO DE FOMENTO A INICIATIVAS ECONOMICAS (Non-governmental Organization (NGO) – IDB sponsored) - Bolivia

Intake of phone and mail orders for medical equipment

Verification of insurance and medical necessity

Trouble shooting problems over the phone

Explain proper usage of equipment

1991 - 1995 - Assistant to the Director General

INTERNAL REVENUE GENERAL DIRECTION (Government Income Tax Administration Office) - Bolivia

1986 - 1991 - Operations Management Assistant

BOLIVIAN AMERICAN BANK (Private Bank in Bolivia) - Bolivia

1974 - 1985 - Financial Controller and HR Manager

CITIBANK N.A. – La Paz, Bolivia

SKILLS

Computer Skills

Proficient in Microsoft Office: Word, Excel, PowerPoint, Strong in QuickBooks and Microsoft Outlook, SDL Studio, Wordfast PRO.

Language Skills

English fluently (speak, write and read), Spanish fluently (speak, write and read).



Amira de Hoyos – Senior Project Manager

EDUCATION

Diploma in Audiovisual Translation

August 2019 – March 2020 – Universidad Tecnológica Nacional

English-Spanish Sworn Translator

March 2012 – December 2015 - Universidad del Museo Social Argentino

English-Spanish Literary Translator

March 2012 – March 2014 - Universidad del Museo Social Argentino

WORK EXPERIENCE

2019 – Present / Senior Project Manager

Idea Language Services, LLC

Managed multilingual translation and formatting projects.

2018 - 2019 / Vendor Manager and QA Assurance

Idea Language Services, LLC

Human Resources recruitment tasks

Quality assurance in translation and formatting projects

2014 - Present / Subtitled and Freelance Translator

Subtitling tasks and translation of different fields: medical, legal, technical, audiovisual, general.

SKILLS

Computer Skills

SDL trados Studio, Ms Office, Memoq, XTM, Subtitle Edit, Subtitle Workshop, Aegisub, Memsources, Wordfast Pro, Smartling, E-learning tools (Articulate 360), QA software (Xbench), Prezi, Photoshop.

Language Skills

English (Excellent written and spoken), Spanish (Native).



María Cecilia Ferro – Project Manager

EDUCATION

English-Spanish Sworn Translator

December 2019 – University of Buenos Aires

IGCSE international exams

WORK EXPERIENCE

September 2019 – Present – QA Assurance

Idea Language Services, LLC

Quality Assurance: responsible for running QA checks on all outgoing deliveries. Also collaborated with inhouse translations and proofreadings.

October 2019 - Present - Project Manager

Idea Language Services, LLC

Managed multilingual translation/editing projects.

Analysis, quotes, administration of projects from beginning to end

2016 - 2018 – Assistant teacher

Aberdare College

SKILLS

Computer Skills

SDL trados Studio, Ms Office, Memoq, Memsource, Wordfast Pro, Smartling, E-learning tools (Articulate 360), QA software (Xbench)

Language Skills

English (Excellent written and spoken), Spanish (Native).



Alberto Paredes – DTP Manager

EDUCATION

Master's Degree in Audiovisual Communication

2018 – Present – Universidad Católica Argentina, Buenos Aires

Image and Sound Designer

2011 - 2015 – Universidad de Palermo, Buenos Aires

Technician in Image and Sound Design

2011 – 2013 – Universidad de Palermo, Buenos Aires

WORK EXPERIENCE

August 2018 – Present / DTP Manager

Idea Language Services, LLC

Responsible for managing the DTP team

Assigning formatting tasks and supervising budgets and deadlines

Quality Assurance of formatting jobs

Developing the branding and design of all Idea's corporate profile and communications

November 2016 – August 2018 / Manager of Design and Communication Area

Calista Publicidad S.A. Buenos Aires, Argentina

Area coordination

Responsible for audiovisual design targeting products commercialization

Community manager

Marketing design

April 2016 – August 2018 / Designer

Editorial Capizana. Buenos Aires, Argentina

Graphic, audiovisual and web design for the international Real Estate Magazine “Circus Luxury” (www.circusluxury.com)

May 2014 - November 2015 / Graphic designer

CV Publicidad. Buenos Aires, Argentina

Graphic design of pamphlets and advertisements

Photoshop

Contact with external providers

Agenda management

January 2014 – February 2014 / Graphic Designer

Arquitectonic. Quito, Ecuador

Development of graphic design materials

General consultant

October 2013 – December 2013 / Audiovisual Editor

TV Channel 15. Campana, Argentina

Audiovisual editing for a TV program

SKILLS

Computer Skills

Graphic design, Community Manager, SEO/SEM Positioning, Camera/Lightning setup, Adobe Creative Cloud (Photoshop, Illustrator, Dreamweaver, After Effects, Premiere, Lightroom, InDesign, etc.) / Final Cut Pro X / Logic Pro / Da Vinci Resolve, Microsoft Office, Mac, Windows, Linux platforms, Web Design, Video editing, Google AdSense / AdWords, Sound recording/editing, Audiovisual production/design, Video and Photography, Captivate, Articulate 360: Storyline, Rise.

Language Skills

Spanish (Native), English (Proficient)

Methodology of Work

Upon approval of a Request from Region 8 ESC, the project is assigned to one of our experienced Project Managers (PM). Our PM will evaluate the content, requirements from the client, target audience and goal of the translation and assign the task to the most appropriate team members.

Translators, reviewers and proof readers for each project are chosen based on their subject matter expertise, experience with other projects from the client and software requirements. If the content requires formatting or Desktop Publishing (DTP), we would select a designer based on the application used (e.g. InDesign, Illustrator, PPT, Ms Word) and platform (Mac or PC) and complete the design so the target deliverable looks as close as possible as the original.

We aim at providing deliverables that have the same look and feel as their original source files and flow as if they were written originally in the target language.



Translation Process

Translation

This step is completed by a professional translator native on the target language with specific industry experience / knowledge to make sure accurate terminology is used.

Independent Editing

The completed translation goes through a thorough review by a qualified reviewer native on the target language that includes bilingual comparison and terminology research when needed. This step is completed by a subject matter expert with industry knowledge.

Quality Control Process

1. Verification of completeness:

This includes the overall review of exported content to ensure that it has been translated entirely and that there are no issues like missing bullets, issues on the dates, currencies or numbers or other common format issues.

2. Verification of Style Guide and Glossary:

If the client has a set Style Guide for communications and a glossary of terms, our verification scan, automatically finds any discrepancy in regards to guidelines and terms. This allow us to find and fix any terminology or style guide issue.

3. Grammar and Spell Check Verification:

We run spell check on a specialized software tool that identifies any typos or grammatical concordance issues.

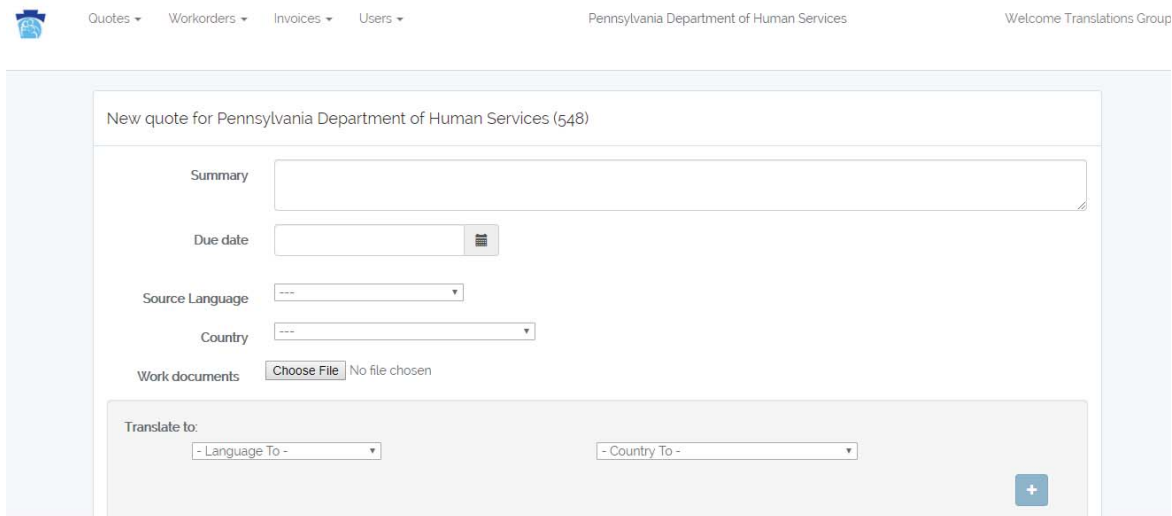
4. Verification with QA Tool:

Bilingual files are revised using a QA program that detects issues such as lack of number concordance, double spacing, source and target inconsistencies and glossary inconsistencies.

Technology

Translation Management System

We offer our clients a unique platform that allows them to keep their translation projects in one place, create and approve quotes without the cumbersome exchange of emails and manage invoices and budget spend in one place. All of this at no additional charge. Through our IRIS Customer Platform we take the project management out of translation and accelerate and simplify the request of projects.



CAT Technologies and Translation Memory

- Through the use of software technology, we provide our linguists the tools to work on a productive and quality oriented environment.
- These tools allow us to create translation memories for each client that turn out into more consistent terminology throughout your projects.
- CAT tools also help us take into account client preferences through the use of glossaries for preferred terms.
- Finally, the use of CAT technologies saves clients costs as it identifies repeated text and our team provides the due discounts.



Translation Memory

Through the use of specialized translation tools we are able to create a unique and encompassing translation memory of all content translated for Region 8 ESC for future use and for consistency sake.

This means that every time you translate a project with us, it will be stored and added to your translation memory avoiding translation of duplicate content and eventually creating cost savings through the use of repetitions (we provide a 75% discount on repetitions).

Additionally, the use of a translation memory provides consistency in all your translations and allows us to take into account your preferences by using a glossary.

Additional Services

DTP – Formatting Services

This service includes formatting of original designer files to maintain the same page layout on the translated version. Some of the applications we work with are:

- Adobe InDesign
- PDF
- MS Word
- MS Visio
- Frame Maker
- Illustrator
- PowerPoint
- QuarkXPress
- Photoshop
- Publisher
- Among others...

Website Localization through Proxy Technology or CMS access

We translate websites using 2 approaches:

- PROXY. This is a simple and clean way to translate websites that involve minimal IT or webmaster involvement. Through a simple line of code on the website (we will provide step by step instructions), we are able to extract the content, host it in our translation platform and professionally translate it. The user sees the client's site but choose which to display the content on. This technology is particularly relevant for dynamic sites as our robots crawl the site to find new content regularly which it's translated by our team. The client just focuses on the English or source site. We take care of the other languages.
- CMS Access. The client can also choose to give us access to their CMS (WordPress, Drupal, Joomla, etc.). We install a translation plug in and work directly on the client's back end without having to exchange files. This is a cost effective option for websites that are not constantly changing.

Software Localization

All of our Software translation projects go through a 3 step process to make sure your application is accurately translated and is fully functional.

1. Evaluation and review of files. Through the use of localization tools like Passolo and Lingobit we can determine what is the process to use based on the file format (xml, json,.po) so we can make sure all the code stays unchanged and our linguists only work on the text that needs translation.
2. Review of tags and images. Once the text has been translated and inserted back into the application, our team of engineers and designers carefully goes over code (if applies), tags and images including corresponding help files to determine if they need to be translated or correspond to a screen-print from the application and make sure all dead text is properly translated.
3. Testing. Finally, after all content including images have been properly translated and the application or website is functional, our team of testers go through every single screen or page to make sure everything is working as the original and there are no bugs or linguistic issues that may affect overall user experience.

Transcription

We have capabilities to transcribe any audio or video file in most languages regardless of format, dialect, amount of speakers or country of origin. Our transcription professionals use state of the art technology to decipher contents on most audio and video files and provide you with a user-friendly text document that allows you to identify sections by speaker or time. We also offer notarized transcriptions for legal purposes, focus group transcriptions and medical transcriptions.

Zoom Remote Simultaneous Interpreting (RSI)

Simultaneous interpretation is the process of translating speech from one language to another in real-time. Remote Simultaneous Interpretation (RSI) eliminates the need for on-site interpreters and equipment—reducing costs, carbon emissions, and the burden on event organizers.

Subtitling, Dubbing and Audio Recording

An increasing number of companies are now required to customize their products to cater to new markets. Idea Translations can help you through this process by converting your audio and video files into various languages while adapting them to your target audience. We support any video or audio format and partner with professional recording studios to ensure that the final deliverable will capture the attention of your audience and properly conveys the information you intended.

E-Learning Courses

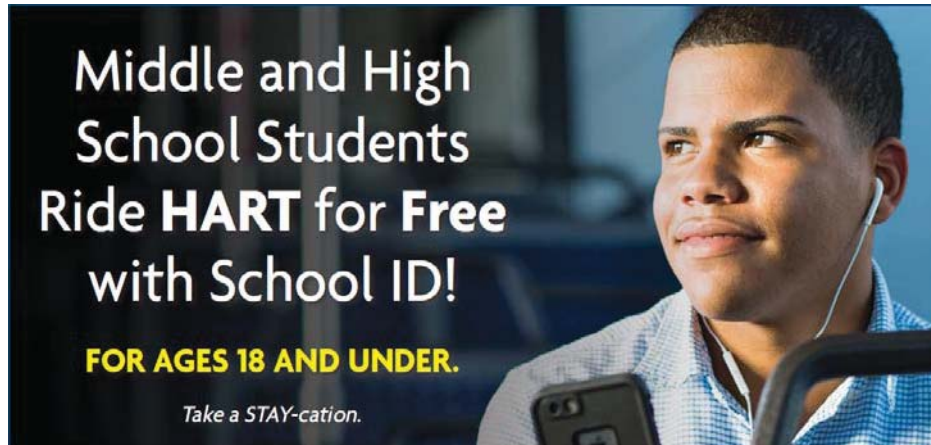
Combining the experience from our translation and multimedia in-house teams. We offer our clients the latest in training technology through e-learning creation and translation. We can not only translate your current courses, we can also help you create a customized learning experience using the latest Articulate tools, combined with world class instructional design, user experience and graphic design professionals. Our team has created winning learning experiences with a unique local culture approach that can help your students get to the next level.

References

<u>Reference One</u>	
Client Name:	Portland Public Schools
Client Contact Person:	Marifer Sager
E-Mail:	msager@pps.net
Brief Description of Project:	
Idea Translations was elected to translate the whole content of the English-Spanish as well as the English-Russian bilingual education programs.	
<u>Reference Two</u>	
Client Name:	Stamford Public Schools
Client Contact Person:	Michael Meyer
E-Mail:	MMeyer@stamfordct.gov
Brief Description of Project:	
Our company was selected by Stamford as the sole translation source for all IEP and parent communications as well as guidebooks and procedure content.	
<u>Reference Three</u>	
Client Name:	New Hampshire Department of Education Bureau of Special Education
Client Contact Person:	Danielle Younie
E-Mail:	Danielle.Younie@doe.nh.gov
Brief Description of Project:	
For the New Hampshire Department of Education Bureau of Special Education we were elected to translate several work books into more than eleven languages.	

Sample Translations

English > Spanish



Middle and High School Students Ride HART for Free with School ID!

FOR AGES 18 AND UNDER.

Take a STAY-cation.

The advertisement features a young man with short dark hair, wearing a blue and white checkered shirt and white earbuds. He is looking off to the side with a slight smile. The background is a blurred indoor setting, possibly a transit station.



¡Los estudiantes de la escuela media y secundaria viajan gratis en HART con el ID de la escuela!

PARA MENORES DE 18 AÑOS.

Estas vacaciones, quédate aquí.

This is a Spanish translation of the advertisement above, featuring the same image of the young man.

Dawson Elementary School



**PARENT/FAMILY ENGAGEMENT PLAN
2019-2020**

Resolution on Parent/Family Engagement

Adopted May 11, 2009 (revised August 3, 2019 and September 12, 2019) by Dawson Elementary School

Amended September 17, 2019

WHEREAS, Dawson Elementary School faculty and families believe that schools must create an environment that is conducive to learning and that strong, comprehensive parent/family engagement is an important component; and

WHEREAS, parent/family engagement in education requires a cooperative effort with roles for the Department of Elementary and Secondary Education, school districts, parents/families, and communities; and

WHEREAS, Dawson Elementary School seeks to foster and support active parent/family engagement so that schools and parents/families work together as knowledgeable partners in educating children; and

NOW, THEREFORE, BE IT RESOLVED that Dawson Elementary School hereby adopts this plan on parent and family engagement.

Parent/Family Engagement Plan

Parents/families of all economic, racial/ethnic, cultural, and educational backgrounds can, and do, have positive effects on their children's learning. Dawson Elementary School recognizes the importance of eliminating barriers that impede parent/family engagement, thereby facilitating an environment that encourages collaboration with parents/families and community.

Dawson Elementary School faculty and staff support the development, implementation, and regular evaluation of a parent/family engagement plan.

Promote regular, two-way, meaningful communication between home and school

Examples: personal visits beyond parent/teacher conferences, electronic/telephone contact/Class Dojo, use of translators

Promote and support responsible parenting.

Examples: parenting workshops, parent resource centers, parent support groups

Recognize the fact that parents/families play an integral role in assisting their children to learn

Examples: parent education night, family literacy programs, transition planning activities for PreK-5th Grade

Promote a safe and open atmosphere for parents/families to visit the school that their children attend and actively solicit parent/family support and assistance for school programs

Examples: training of volunteers and staff, family activities at school, identifying parent volunteer opportunities in and out of school

Include parents as full partners in decisions affecting their children and families

Examples: shared parent/teacher expertise on individual students, student academic planning, advisory councils (e.g., counselor, nutrition/wellness), parent leadership development

Use available community resources to strengthen and promote school programs, family practices, and the achievement of students

Examples: utilize the knowledge and skills of senior citizens, retired teachers, and veterans; encourage education-friendly practices in local businesses; parent information centers; identify links to current, quality resources

Dawson Elementary School



**PLAN DE PARTICIPACIÓN DE LOS
PADRES Y LAS FAMILIAS**

2019-2020

Resolución sobre la participación de los padres y las familias

Aprobado el 11 de mayo de 2009 (revisado el 3 de agosto de 2019 y el 12 de septiembre de 2019) **por Dawson**

Elementary School

Modificado el 17 de septiembre de 2019

CONSIDERANDO que el cuerpo docente y las familias de Dawson Elementary School entienden que las escuelas deben crear un ambiente propicio para el aprendizaje, y que la participación sólida e integral de los padres y las familias constituye un componente importante; y

CONSIDERANDO que la participación de los padres y las familias en la educación requiere un esfuerzo de cooperación por parte del Departamento de Educación Primaria y Secundaria, los distritos escolares, los padres y las familias y las comunidades; y

CONSIDERANDO que Dawson Elementary School busca fomentar y apoyar la participación activa de los padres y las familias para que las escuelas y los padres y las familias trabajen juntos como socios bien informados sobre la educación de los niños,

POR LO TANTO, SE RESUELVE que, por la presente, Dawson Elementary School adopta este plan sobre la participación de los padres y las familias.

Plan de participación de los padres y las familias

Los padres y las familias procedentes de todos los contextos económicos, raciales/étnicos, culturales y educativos pueden tener, y en efecto tienen, efectos positivos en el aprendizaje de sus hijos. Dawson Elementary School reconoce la importancia de derribar las barreras que impiden la participación de los padres y las familias, y así facilitar un entorno que promueva la colaboración entre los padres, las familias y la comunidad.

El cuerpo docente y el personal de Dawson Elementary School respaldan el desarrollo, la implementación y la evaluación regular de un plan de participación de los padres y las familias.

Fomentar una comunicación habitual, bidireccional y significativa entre el hogar y la escuela.

Ejemplos: visitas personales además de las conferencias de padres y maestros, el contacto electrónico o telefónico, la plataforma Class Dojo, el uso de traductores, etc.

Fomentar y respaldar una crianza responsable.

Ejemplos: talleres de crianza, centros de recursos para padres, grupos de apoyo para padres, etc.

Reconocer el hecho de que los padres y las familias juegan un papel integral al ayudar al aprendizaje de los niños.

Ejemplos: noche educativa para padres, programas de alfabetización para las familias, actividades de planificación para la transición desde prejardín hasta 5.º grado, etc.

Fomentar un entorno seguro y abierto para que los padres y las familias visiten la escuela a la que asisten sus hijos y solicitar de manera activa su apoyo y asistencia a los programas escolares.

Ejemplos: capacitación de voluntarios y personal, actividades para la familia en la escuela, identificación de las oportunidades de voluntariado para padres dentro y fuera de la escuela, etc.

Incluir a los padres como socios integrales en las decisiones que afectan a sus hijos y familias.

Ejemplos: conocimiento compartido de los padres y docentes sobre los estudiantes individuales, planificación académica de los estudiantes, consejos asesores (p. ej., asesor, nutrición, bienestar, etc.), desarrollo del liderazgo de los padres, etc.

Company Information

Name of company or organization: Idea Language Services, LLC (dba Idea Translations)

1. Type of company or organization: **Limited Liability Company (Woman and Minority Owned) SWAM CERTIFICATE # 702373**
2. Address: 8719 Evangel Drive, Springfield, Virginia 22153, USA
3. Telephone: 1-860-781-6377
4. Fax: 1-860-760-6057
5. E-mail: sergio@ideatranslations.com
6. Managing Director: **Sergio F. Atristain**
7. Taxpayer Identification Number: **11-3787464**
8. DUNS Number: **806678681**
9. Official bank account information:

Bank of America

Routing: 026009593

SWIFT: BOFA US3N

Account: 0041 3360 0755

Idea Language Services

Bank of America branch

6417 Loisdale Road

Springfield, VA

Validity of Proposal

This proposal is valid for a period of one hundred and twenty (120) days following deadline.

Offeror's Legal Status

Idea Language Services, LLC is a partnership established in the Commonwealth of Virginia.

Authorized Personnel

Authorized Personnel for this RFP are:

Sergio Atristain

Director
8719 Evangel Dr.
Springfield, VA 22153

Cristina Gisbert

Director
8719 Evangel Dr.
Springfield, VA 22153

Diego Sansone

Production Manager
8719 Evangel Dr.
Springfield, VA 22153

Additional Testimonials and Clients

“Please, thank your team for your attention to detail. This shows how accurate you are in what you do.”
Don Massie – Director of Content



“Wow, your services are outstanding!”
Diego Leivas – Technical Applications Manager



“Wow, that was not only quick service but everything looks great. Thanks very much.”
Nancy Price – HR Manager



“These files look great. I appreciate the errors you found and fixed, and let me know of. Fabulous job.”
Beth Thompson – Marketing Coordinator



“Thank you so much for all the work you do for us, you are a valuable partner for the Hospital.”
Dorreth Green – Public Relations



Some companies that trust us with their language needs:

