

TIPS VENDOR AGREEMENT

Between Homeland Language Services, LLC 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 Homeland Language Services

Address 777 South Flagler Drive West, Tower Suite 800 West

City West Palm Beach State FL Zip 33401

Phone 805-218-7995 Fax _____

Email of Authorized Representative Clanazca@homelandis.com

Name of Authorized Representative Christian Lanazca

Title COO/Co-founder

Signature of Authorized Representative 

Date 11/22/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 2/1/2022

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.

#	Attribute
1	<p>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.</p> <p>YES ▾</p>
2	<p>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/.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p>No ▾</p>
3	<p>Yes - No The Vendor can provide services and/or products to all 50 US States?</p> <p>Yes - All 50 States ▾</p>
4	<p>States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text"/></p>
5	<p>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.)</p> <p><input type="text"/></p>
6	<p>Primary Contact Name Primary Contact Name</p> <p>Ernesto Lanazca</p>
7	<p>Primary Contact Title Primary Contact Title</p> <p>CEO</p>
8	<p>Primary Contact Email Primary Contact Email</p> <p>solicitations@homelandls.com</p>
9	<p>Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8,056,669,124</p>
10	<p>Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><i>Numbers only, no symbols</i></p>
11	<p>Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8,056,669,124</p>
12	<p>Secondary Contact Name Secondary Contact Name</p> <p>James Jones</p>
13	<p>Secondary Contact Title Secondary Contact Title</p> <p>Sales Manager</p>
14	<p>Secondary Contact Email Secondary Contact Email</p>

Attributes 1 - 30 shown of 97 • Page 1 of 4 shown

Example: 8668398477

16 Secondary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

17 Secondary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

18 Admin Fee Contact Name

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

19 Admin Fee Contact Email

Admin Fee Contact Email

20 Admin Fee Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

21 Purchase Order Contact Name

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

22 Purchase Order Contact Email

Purchase Order Contact Email

23 Purchase Order Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

24 Company Website

Company Website (Format - www.company.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.

26 Primary Address

Primary Address

27 Primary Address City

Primary Address City

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

29 Primary Address Zip

Primary Address Zip

30 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.)

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

31 **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 ▾

32 **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 ▾

33 **Company Residence (City)**

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

OXNARD

34 **Company Residence (State)**

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

California

35 **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%.

8%

36 **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.

YES ▾

37 **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.

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

- 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.

Yes ▾

38 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.

39 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.

Agreed ▾

40 Additional Discounts?

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

Yes ▾

41 Years in Business as Proposing Company

Years in business as proposing company?

6

42 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).

No ▾

43 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.

44 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.

45 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

No

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

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.

Yes, I agree

48 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

49 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.

50 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.

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

Yes, I certify

52 **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

53 **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.

54 **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?

Yes, I agree

55 **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

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

Yes, I agree

56 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?

Yes, I agree

57 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?

Yes, I agree

58 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?

[Please Select]

59 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?

Yes, I certify

60 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?

Yes, I certify

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 97 • Page 2 of 4 shown

1 2 3 4

#	Attribute
61	<p>2 CFR PART 200 Domestic Preferences for Procurements</p> <p>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, glass, including optical fiber, and lumber.</p> <p>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).</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes, I certify"/></p>
62	<p>2 CFR PART 200 Ban on Foreign Telecommunications</p> <p>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).</p> <p>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.</p> <p>Does vendor agree?</p> <p><input type="text" value="Yes, I certify"/></p>
63	<p>Certification Regarding Lobbying</p> <p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> <p>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.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p><input type="text" value="I HAVE NOT Lobbied per above"/></p>
64	<p>If you answered "I HAVE lobbied" to the above Attribute Question</p> <p>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.</p>
65	<p>Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</p> <p>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?</p> <p>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.</p> <p><input type="text" value="NO"/></p>
66	<p>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?</p> <p>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?</p> <p>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.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p>

(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.

[Please Select] v

67 **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

68 **Remedies**

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?

Yes, I Agree v

69 **Remedies Explanation of No Answer**

70 **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. 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?

Agreed v

71 **Venue, Jurisdiction and Service of Process**

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?

Agreed v

72 **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 v

73 **Infringement(s) Explanation of No Answer**

74 **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

75 **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

76 Insurance and Fingerprint Requirements Information

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

77 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.

Yes, I certify - NONE (Section A) ▼

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

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.

79 Texas Government Code 2270 & 2271 Verification Form
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.

YES ▼

80 Logos and other company marks

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)

81 Solicitation Deviation/Compliance

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

Yes, I agree ▼

82 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.

83 Agreement Deviation/Compliance

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

Yes, I agree

84 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.

[Empty text box for deviations]

85 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.

A. Firm is a publicly held corporation.

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).

[Empty text box for felony details]

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.

Agreed

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.

Agreed

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.

Agreed

Attributes 91 - 97 shown of 97 • Page 4 of 4 shown

1 2 3 4

#	Attribute
91	<p>Indemnity Limitation with TIPS Members</p> <p>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, "</p> <p><u>Agreement is a required condition to award of a contract resulting from this Solicitation.</u></p> <p>Agreed <input type="button" value="v"/></p>
92	<p>Arbitration Clauses</p> <p>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?</p> <p>Agreed <input type="button" value="v"/></p>
93	<p>Required Vendor Sales Reporting</p> <p>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.</p>
94	<p>Upload of Current W-9 Required</p> <p>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.</p>
95	<p>CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)</p> <p>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:</p> <p>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).</p>
96	<p>CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)</p> <p>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:</p> <p>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</p>

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.

97 **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.



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

5/26/2021
In Reply Refer To: **00VE**

Mr. Ernesto M. Lanazca
Homeland Language Services LLC
DUNS: 080203265
1000 Town Center Drive, Suite 300
Oxnard, CA 93036

Dear Mr. Lanazca:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Homeland Language Services LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <https://www.vetbiz.va.gov/>. Homeland Language Services LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Homeland Language Services LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Homeland Language Services LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that Homeland Language Services LLC is correctly listed in the Vendor Information Pages, check Homeland Language Services LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Homeland Language Services LLC is presently, as of the issuance of this notice, in compliance with the regulation, Homeland Language Services LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Mr. Ernesto M. Lanazca

Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Homeland Language Services LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Homeland Language Services LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Homeland Language Services LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Homeland Language Services LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Homeland Language Services LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

John Perkins
Director
Center for Verification and Evaluation



Homeland Language Services

Our Linguists are the bridge to your success

Interpreting, Translation, and Multi-Lingual Goods and Services



HOMELAND LANGUAGE SERVICES
ADDRESS: 1000 Town Center Dr / #300,
Oxnard, CA 93036
CONTACT: JErnesto Lanaza / Christian
Lanazca
P:805-666-9124/ 805-218-7995
E:elanazca@homeladls.com/
clanazca@homelñandls.com

**RFP 211002 Interpreting, Translation, and Multi-Lingual
Goods and Services
IPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Email: bids@tips-usa.com - Website: www.tips-usa.com**



Attention: TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

HOMELAND LANGUAGE SERVICES 777 S. Flagler Dr. West Palm Beach, FL 33401
POC: Ernesto Lanazca - CEO / Co - Founder **P:** (805) 666-9124 or (805) 218-7995
E: elanazca@homelandls.com
POC: Christian Lanazca - COO/Co-Founder **P:** (805) 218-7995 **E:**clanazca@homelandls.com
W: www.homelandlanguageservices.com

We are pleased to submit our **INTERPRETING AND TRANSLATION SERVICES proposal**. Homeland Language Services (HLS) is a small disabled veteran owned business. For over 16 years, HLS has been a proven provider of language services to government departments and agencies such as the DEA, local police departments and FEMA; as well as a robust language service provider in the educational, legal and healthcare industries, both in the public and private sector. We are proud that we have recently been awarded Region 4 ESC 21-06

Since its inception, HLS corporate mission and vision has been making communication available 24/7 nationwide, and we accomplish our goal by forming a trusted and close relationship with each of our clients.

Thanks to our strong Project Management knowledge and skillful staff, we have always been successful in exceeding our client's expectations, along with the added value of creating quality jobs across the country. HLS acknowledges fully review and understanding of **RFP 211002 Interpreting, Translation, and Multi-Lingual Goods and Services**, and pledges to be in compliance with any documents and certifications needed to comply with the contract's terms and conditions. HLS requests no exceptions, waivers, or deviations to any solicitation's requirements.

Our internal standards include industry-standard control processes such as **ISO-9001:2015 and ISO-17100:2015, HIPPA, ATA, NMSDC, CHIA** and worldwide certifications. HLS implements a self-owned and cutting-edge platform which unifies all the technology and workflow components necessary to support the management and coordination of all your interpretation related tasks on-site interpreter appointment scheduling, the management of on-demand and scheduled over-the-phone (OPI) and video remote interpreting (VRI) sessions, complete with all the supporting business analytics and business administrative tools that you will need to get the job done

Today, Region 8 ESC is seeking for interpretation and Translation services but most of all, a trustworthy partner who can provide these services with the best resources available, guaranteeing cost-effectiveness and expertise at the most competitive price. Should you require additional information or clarification for any of our responses, please do not hesitate to contact us. We look forward to any feedback you may have, and thank you again for this opportunity.

Respectfully,

Ernesto Lanazca

Ernesto Lanazca, CEO- Co-Founder

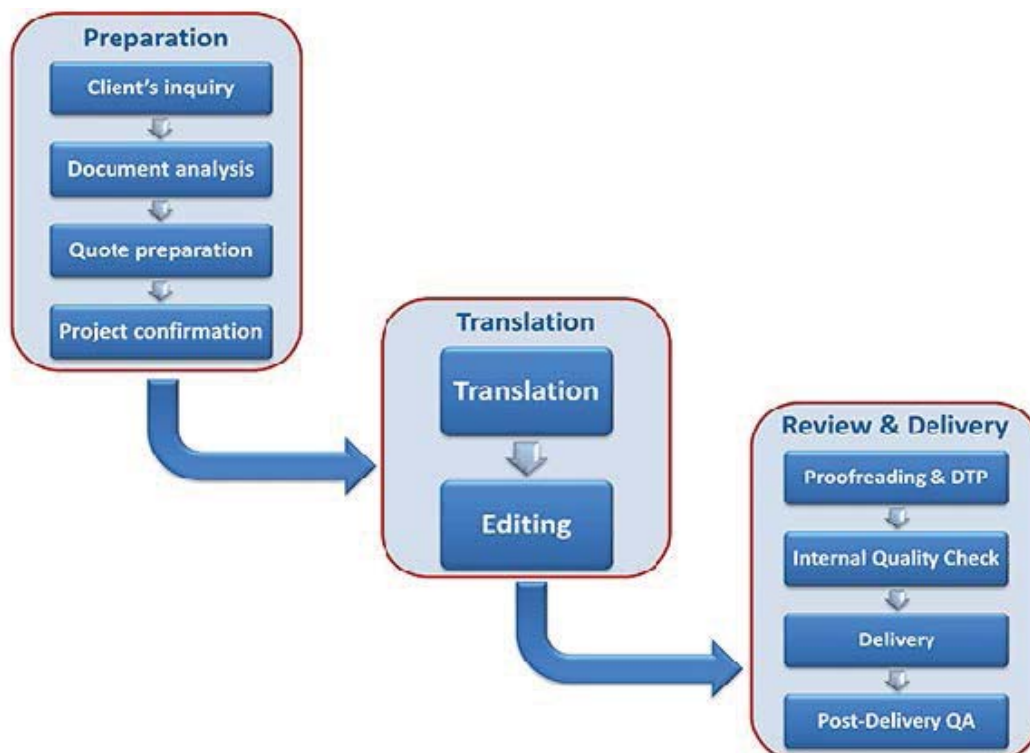
1.0 Technical Approach - Service Offerings

1.1 Translation & Localization (T&L)

Homeland Language Services (HLS) is unique in the industry translating a wide range of both common and rare languages. Supporting written materials, software, websites, or other media for our clients' linguistically diverse customers. Our dedicated Project Managers utilize a US-based and multinational network pool of over 5,500 highly qualified and professionally vetted translators. HLS will provide its customers and all departments, branch, and field offices with fast and friendly support, at the highest levels of quality and delivery turnaround for translation services. Our industry-leading methodology is to ensure that all translation tasks, large and small are completed to exacting standards, ahead of schedule, on budget, with a strict emphasis on quality and accuracy to include redundant Quality Assurance (QA) processes. Additional and final QA takes place by the task dedicated project manager's review before the product is returned to the customer. Our internal standards include numerous industry-standard control processes such as the guidelines of ISO-9001:2015 and ISO-17100:2015.

Our commitment to continually adhere to new security, standards, and processes as they emerge to improve our translation workflows with adherence to the most rigorous guidelines available for translation providers.

In 2005, HLS ownership began providing language support services to the U.S. Government as well as the several state governments. In the 16 years since then we have continued to work with same while adding more each year. The reason for HLS's success is our commitment to providing accurate, on-time, and cost effective language services while never cutting corners when it comes to quality. We utilize effective Quality Control as the key to providing a high-quality service, and it is the main component necessary for achieving high-quality translations.



Our professional translators and interpreters are the real key personnel involved with the high quality services we offer. Since our inception, and having accomplished some of the most de-manding technical language projects issued by U.S. Government agencies and industry, we have developed a pool of thousands of expert linguists. We only work with experienced trans-lators and interpreters with demonstrated ability in specific subject matters and technical areas, which represent the bulk of our more than 10 million words of translation per year. Our linguists have proven their capabilities over the years' time and again with highly complex, technical projects, often under extremely tight deadlines. All have at least three years of professional translation and/or interpreting experience, and some combination of linguistic training, educa-tion, accreditation and certification. The majority of our more than 500 most active translators have been working with us for more than 10 years. Two of our three owners were Federal Gov-ernment translators.

1.1.1 Task Submittal and Needs Consultation with Customer, Immedi-ate Quote or Approval, Translation and QA Processes

Needs Analysis - Our Project Manager notes all Client goals, objectives, and specifications and creates a plan for providing excellent translation services based on actual need. The PM takes into account the language types requested, dialects, technical nature of the text, formatting issues, due dates, delivery specifications and other factors. The PM looks for any potential pitfalls, issues or other problems that will affect the management of the Project for an on time delivery.

Translation - Once the PM has a firm understanding of the scope of the project, he or she will send it on to the most qualified translator available. Many long-term projects have dedicat-ed linguists who only support one large key account. These language professionals take into account the intended audience and create appropriate translations that go far beyond substituting one word for another.

The professional linguist understands that they must never sacrifice the accuracy of the translations, but they should also take care to translate nuances of tone to achieve a document that feels as if it were written in the target language.

Proofreading - Our quality control process is based on a thorough and repeated proof-reading of every translated document to ensure accuracy, readability, cultural connectivity and adherence to client goals and requests. Once the initial translation is complete, a proofreader goes over the translated document to ensure that every part of it has been translated and that the resulting document is free of errors. The PM will always take into account this very import-ant step and leave enough time for the team of proofreaders to ensure accuracy, eliminate errors and ensure readability.

Formatting - If the document requires formatting, the PM will instruct our in-house formatter to lay out the translated document to the specifications of the client.

Delivery - When he or she is satisfied that the project is completed, the PM will deliver the completed project in the format that was previously specified by the client.

Feedback and Revisions - Client feedback is always welcome and the PM or shift executive will always be available to answer questions 24/7/365, assist with issues or clarify procedure. In the unlikely event that a client finds an error in our translation, we will quickly fix the mistake at no charge in a timely fashion.

Errors - If HLS has committed an error in translation, formatting or delivery, then we will fix the problem

at no charge to the client in all cases. If it is determined that the error was not made by HLS, then standard charges will apply. Please also note that translation is not an exact science. One word may be preferred over the other, but both are grammatically correct and linguistically interchangeable. HLS does not regard such language choices as errors. If the client wishes different terminology to be used instead of what our linguist has determined to be correct, then standard charges will apply unless the client supplies these preferences in advance of the start of work.

Customer Service - We always endeavor to make our clients happy and supply them with accurately translated documents. To that end, our Project Manager is available to speak to you at any time during extended business hours (6:00 a.m. to 8:00 p.m. PST) and by special arrangement can provide you with a 24/7 contact number. The PM can always give you accurate timelines, progress reports, assist you with changes, answer questions.

1.1.2 Enhancing Speed, Accuracy, and Improving costs. Homeland Language Services Use of Translation Memory Application Tools

HLS has incorporated the processes and protocols of ISO 9001:2015 and ISI 17100 certifications for translation processes which encourage advanced application tools. Without exception, our geographically dispersed translation contact centers adhere to stringent quality assurance processes aimed at constant Cost and Delivery Schedule improvements. We not only have in-house translators, editors, desktop publishing, and proofreaders, but also localization and web-site engineers and designers that can complete any job, in any format using over 100 different application tools used around the globe. May it be InDesign files or other types of documents that require DTP or more challenging projects like the translation of medical, legal, website forms, voter guides and pamphlets, eLearning courses or financial websites or applications, we are able to complete all projects seamlessly without the headaches of having several vendors involved.

We have used and continue to use multiple software tools over the years such as Trados. With these we have developed a simple, secure, and robust platform for client communications that allows each client to create and submit projects, approve quotes, download translations, and translation memories and see usage and spend reports through an easy-to-access and use Secure User Portal.

HLS provides extensive use of specialized translation tools to create a unique and comprehensive translation memory tool for use by translation project managers, linguistic and translator personnel, translated Desktop Publishing department through final QA review to ensure all customer tasks are returned in the form, fit, function and look it was intended to create. Maximizing current and future use for consistency, accuracy, and response times. 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 25% discount on repetitions for recurring jobs of similar content. Our lessons learned over the past decade indicate that 35% of customer requests are recurring tasks eligible for huge cost and delivery savings.



1.2 Opportunities for Cost Reductions

HLS has implemented numerous methods to reduce translation fees without sacrificing translation quality. Every task begins with a Trados translation memory (TM) tool scan and analysis to determine the best methods to proceed at the lowest cost and fast delivery. Source files of the document are sent to the PM and translator in an electronic format. The translator will use the translation memory tool to analyze your document and produce a report showing no-matches (segments in the source document that do not match any segments available in the TM), fuzzy matches (source segments that partially match TM segments), full matches (source segments fully identical to TM segments) and repetitions (recurring segments in the source document).

Based on the results, the translator and PM will offer customer discounts based on these recurring words now standardized for all future use. Whatever the ultimate discounts our customers immediately notice both delivery time and cost savings. Typical estimates determine that fuzzy matches cost 50-60% of the translation fee paid for the new content task, while full matches and repetitions cost only 20-25%. Your dedicated PM will quote the price based on the number of words in your document, which means that you will know in advance how much it will cost and you will not have to pay for the possible increase in the word count inherent to translation in certain language pairs into English.

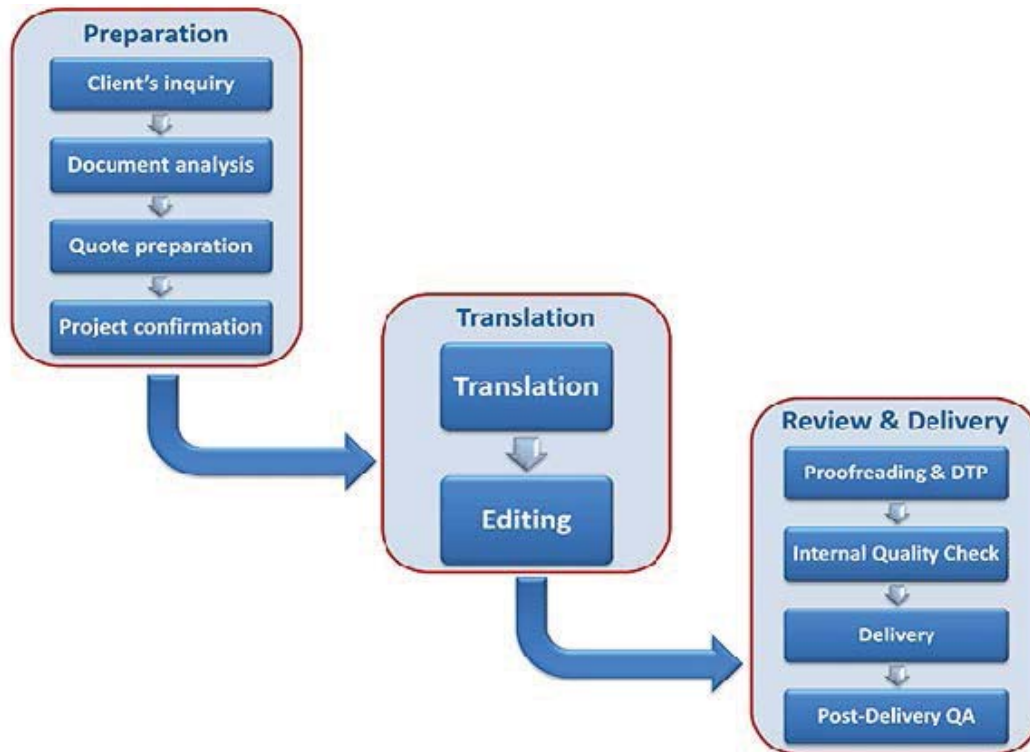
Our Trados and other machine memory tools are highly useful and can help the customer bring down translation fees but not in the case of repetitive texts, texts that you send for translation periodically with small changes or large projects that last for months or years. These include product descriptions and catalogs, and user manuals, clinical trial protocols and letters, financial reports, etc. In summary, for yearly or monthly recurring translation tasks or different tasks but of similar content and acronyms, the significant cost saving can be identified.

1.3 Customer Satisfaction Assessment

We have established a proven customer feedback process that uses face-to-face, web, or telephone meetings with our key client contacts (COR, COTR, and government Project Managers) to find out firsthand how well we are performing in support of their program(s). Through this process, we can obtain feedback that allows us to benchmark our performance against that of other translation contractors and to get input from the government about unfulfilled needs that may be satisfied with a new product or service offerings. There may be occasional problems, failures, and difficulties derived from 24-7 operations, due to hundreds of dialects/ subdialects emerging in the USA in high volumes. All issues will be thoroughly investigated by both our Quality Control and Interpreter Relations groups with disposition tracking sent to the customer's Project Manager. Typical outcomes include increased quality monitoring; translator pulled for refresher training; linguist removed from government contract support; furlough or termination.

1.4 Document Translation Delivery Schedule

Below is a standard delivery schedule for standard translation, editing and proofreading projects. In cases where the subject matter is highly technical, or when desktop publishing/formatting is required, additional time may be needed.



Number of Words	Turnaround
2000 or less	Same Day
2000 - 4000	24hr. or less
4000 -6000	48hs or less
6000 - 8000	72hs or less
8000 or more	96hs or less

1.4.1 Translation Implementation Plan

As early as three days after receipt of the order (DARO), introductions from your primary point of contact and dedicated Senior Program Manager, with the support of the full senior management and translation teams will assist in developing a comprehensive User Profile and implementation plan. Addressing each of the customer's functional groups and their typical support needs. Our queries followed by detailed customer input, if any, will be requested from the customer regarding their specific needs and delivery schedules to include unique department acronym lists, terminology lists, style guides, colors, formats, and fonts, etc., for future translation projects. Planning to include the following:

Translation Design Review Meetings: Conduct agency-wide mapping of departments and groups within the customer organization to address upcoming requirements; and establish meetings with key personnel within each group. HLS contractor staff and Program Manager will be introduced to all customer departments. To expedite upcoming activities and familiarize the customer with how to reach and submit tasks. We shall also document the group's unique mission, understand their needs and expectations, and ensure the contractor kickoff is smooth from their perspective.

Creation of workflow documentation and task submittal processes: For each customer department, HLS shall emulate current submittal and document return processes to encourage minimal new training and commonality between all departments. HLS offers several options for our receipt of translation requests and source files for our review and handling. Customers may submit source files in a variety of ways, 24-7 with confirmation by Homeland Language Services of file receipt with an estimate of delivery return and cost.

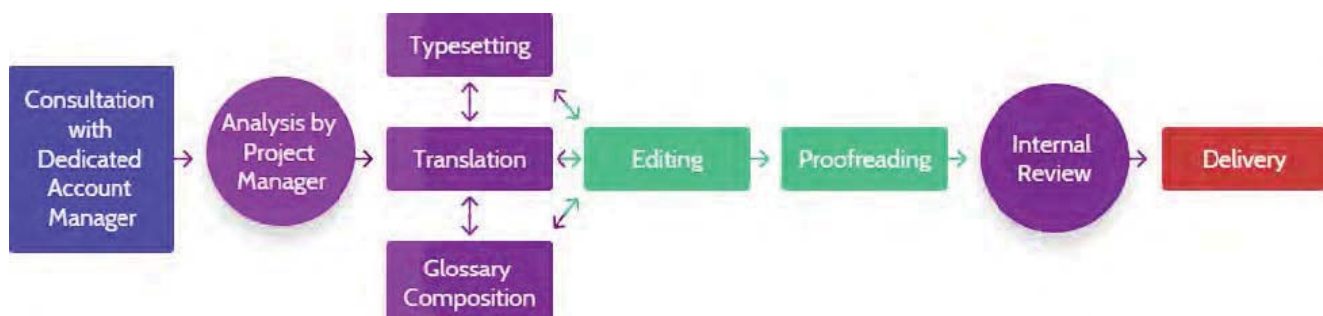
The technical approach guarantees high availability and maintaining top-performing, customer-focused interpreters and translators. Immediate response call centers are readily available to address all requirements of each customer across the state. A product of HLS's call center business process includes immediate access to over 200 languages, immediate access to your Program Manager, and our highly experienced call center leadership team. Their efforts, which will continue throughout the contract, will drive our technical approach with on-time performance, and give customer end-users the most advanced and innovative solutions available in the marketplace today and in the future.

1.4.2 Document Translation Performance and Contact Center Secure Translation Performance

HLS currently operates five translation and interpreter support Call Centers, for redundancy and failover, regionally dispersed. Centers are available to accept translation task and commence work 24/7/365. We possess Branch and Field Offices located near our major clientele in California, Washington D.C., Phoenix, Arizona and other locations.

Additionally, senior interpreters and translators; and Program Managers located across the country serve on-site or near dozens of government and private-sector customer sites, and immediately respond to customer support requests 24-7 throughout the year meeting contractual needs. Our call centers' expansion capabilities of each facility are unlimited with ample facilities availability and linguist subject matter expert talent across all languages and other customer-support personnel. All nationwide locations are supported by full and part-time senior management, employees, and 1099 linguists working 24-7.

We are proposing the full width and breadth of our facilities tailored to meet your language support needs. Specifically, services tailored for you, as services integrated into our large call center operations. These interpretation and translation services are highly scalable to meet changing work volumes over the life of the contract and quick ramp-up and ramp-down for urgent order demands. Our backup support and additional space to accommodate rapid expansion are available for immediate expansion to accommodate short or long-term emergency surge requirements such as pandemics, border surges, natural disasters, urban civil unrest, and other exigencies. More than sufficient technical and management staff across these centers are dedicated to supporting our interpreter and translator call center services.



1.5 Experience in Key Disciplines

What makes HLS unique among Language Service Providers is our unique and high-volume immediate support capacity and customer support approach. Our clients expect, and we deliver exceptional language services at a lower cost from our specialized interpreter call centers. Our task is to discover our clients' Mission and Budget for the project and then foster the environment that will help develop the vision, plan, and performance to make it a reality.

Daily and weekly communication with our clients is critical to every aspect of their project. It is critical to understanding our client's current and evolving needs; It is critical in developing support for these complex needs, for example, do you require medical or legal translation. It is critical to maintaining meaningful project schedules and resultant usage metrics for analysis. It is critical to providing fast implementation and training and easy to use access processes.

We begin every new client relationship by developing a communication protocol and plan. By "communication protocol," we mean an agreement by all parties of the timeline, form, and way important project information will be conveyed. For example, we have an agreement in which important project information is communicated in writing from our clients to their dedicated HLS Program Manager, who then distributes that information to relevant staff within the HLS organization. HLS has seen a 40% growth in the past three years, and we continue to grow. We have hired more full-time employees and have expanded our interpreter, translation, and scheduling call centers, adding more equipment and personnel. While much of our growth has been through new business opportunities, we have been equally successful in recurring business through our existing clients with whom we have built strong and lasting relationships. We value our client relationships, and we go beyond our contractual obligations to deliver exceptional results and exceed expectations. We take pride in the fact that our retention rate for existing clients is 98% of repeat business.

2.0 Over the Phone Interpretation (OPI) Real-time, easy-to-use, and highly accessible phone interpreters are available 24-7 with guaranteed access to over 200 languages within 15 seconds or less, on average across all languages. Spanish and common languages typically within 5 to 15 seconds or less, on average. We provide customers easy to access and use services; thoroughly screened, tested, trained, and qualified interpreters in over 200 languages. Our team of 5500 linguists is available with real-time demand. HLS updates and maintains the most extensive language list in the industry, continuously updated to meet new and emerging needs. Employee and contractor-specialist interpreters receive extensive training and instruction before the first day of employment as a medical or legal interpreter, and capable of supporting interpreter calls across all industries and business sectors. Clients can access our interpreters from any exist-ing phone, computer, tablet, or handheld device.

Interpreter Service Description

Interpreters shall demonstrate English business-level communication skills, knowledge, and abilities with expertise in medical and legal terminology, and other business-level standard phrases and usage. Provide meaning for meaning consecutive interpretations via phone. Simultaneous interpretation is also available upon request.

- Demonstrated ability to interpret the meaning for meaning from English to Spanish and from Spanish to English
- or from English to all other languages and from the target language to English – and demonstrate effective communication skills in both languages.

Minimum Levels Required

- Medical or legal related experience preferred. We provide a training program to enhance interpretation skills.
- College-level or formal study in languages, translation, and interpretation a plus.
- Criminal history, background check, employment check, certifications on file, a non-disclosure agreement on file, HIPAA understanding, and sign-off on file. Other contracts may require fingerprinting, eQip and eVerify, etc.
- Must possess a High School diploma or GED, with three years minimum experience in a professional interpreter environment.
- Fluent bilingual speaker or interpreter able to pass a standard English proficiency test.

2.1 Over the Phone Interpretation - Implementation Plan and Customer

User Profile

Unique for each customer site, a comprehensive User Profile and implementation/training plan that addresses each of the customer's functional groups and their typical telephonic interpreter support needs shall be discussed and implemented.

Customer User Profile is a well-defined service overview, discussed with client, and documents specific guidance and preferences provided by the customer's senior management regarding call handling and overall contractor performance, specifically which feature sets and options will and will not be put into place. Examples include mandatory data collection, priority top-languages access list, account codes, and answer by IVR or customer services agent to assist caller.

A highly customized approach to implementation and customer staff training for OPI services will be performed at no additional charge. Training and refresher training includes complimentary training sessions throughout the life of the contract. Both initial training and for new personnel.

From experience, HLS understands that all customer mission & goals are different, and we will take your input and preferences for your dedicated User Profile, to create a customized rollout for your departments and agencies. A typical User Profile and implementation plan includes the following.

- Client Team Introductions - Meet and request client input regarding call flow and data collection needs. HLS may assist as a subject matter expert (SME) making consultative recommendations
- and assessments for customer review and approval, based on our full breadth of experience with other similar size departments, to maximize efficiencies and effectiveness.
- Customer Comments - Document findings from initial site surveys and customer meetings. Document and implement customer needs and prepare rollout for service performance.
- Prepare User Profile - HLS to fully brief, inform, and implement specific customer needs to internal interpreter call center management, QA, training, accounting, and other internal
- HLS departments. Implementing contractual service and deliverables per customer input.
- Commence Customer Implementations / Go-Live - Provide training and literature. Low-rate service usage of trained staff and groups, or full-rate implementation of entire customer site(s). Smaller departments will go-live immediately, larger customer call-centers or campus style implementations may be phased over days or weeks upon completion of staff training.
- Reporting - Reporting of completion or critical milestones completed for large campus-style/ multi-building or statewide rollouts. HLS dedicated Program Manager and team to be in daily contact. Milestone Reviews, Program Reviews, Design Reviews, Cost Accounting Status

- Reviews to be held after 15 or 30 days DARO. Monthly or quarterly thereafter via telephone, web meeting, or on-site.

System Capabilities

- Calls needing language assistance or providing special instructions can be routed directly to waiting customer support representative, 24-7.
- Dedicated toll-free numbers and unlimited account codes.
- Interpreters shall be pre-qualified, certified, and trained for industry-standard terminology.
- Technology and security integration, contingency, continuity, redundancy planning to include disaster avoidance and recovery plan.
- Manpower and logistics planning to immediately ramp up interpreter and translator staffing during surges to drive connection and wait times to SLA levels.

3.0 Video Remote Interpretation (VRI)

Homeland Language Services offers Video-Remote Interpretation (VRI) supporting American Sign Language (ASL) and the 40+ top foreign languages in real-time from any desktop, laptop, tablet, or handheld device. Our VRI service connects clients to a video interpreter in 30 seconds or less, on average without the need to preschedule. VRI ASL is available 24 hours a day with 40 languages available from 6 am to 8 pm daily and on weekends across all time zones. In addition to the above listed employment requirements:

- Provide meaning for meaning consecutive interpretation via web-based video.
- Spoken: Must have the ability to interpret meaning for meaning from English to Spanish and from Spanish to English - or from English to another Target Language and from that Target Language to English - demonstrating strong communication skills in both languages.

3.1 Video Remote and Secure Video/Telephonic System Capabilities

HLS has cloud-based and redundant telecom platforms available to process incoming requests for services. Our call centers are dispersed nationwide. The typical platform is a traditional PBX utilizing industry-standard T1 circuit communications with more than sufficient trunk capacity to accommodate known and unforeseen customer volume call demands.

The second platform is a cloud-based communications platform utilizing industry standard SIP and VoIP communication technology and has no physical trunk limitations for fast connection to telephonic or video-based interpreters. Both systems, independent of each other, can easily accommodate customer volume increases and requirements without any risk of running out of capacity.

This system is highly reliable with 99.9% operational availability over the past several years since inception.

Our system is 100% customizable to client specifications, and it can collect all customer call data information. Call data user metrics information is automatically collected by the applications in use to process incoming service requests (IVR, Live Agent, Telecom Platforms, answer and connect times, etc.) and written to a secure data storage environment, backed up at a government approved co-location site. Once in a database, this information is available and provided to clients in Call Detail Reports which are included automatically with their customer invoice.

- Connects to the requested interpreter or live Customer Service Representative within an average of 5 - 15 seconds.
- Connects to IVR within an average of 3 seconds.

- Successfully connects to the requested Interpreter within 15 seconds, on average, 24- 7, weekends, holidays.
- Maintains service connection availability 24-7.

3.2 Video Remote Interpretation (VRI) Accessibility

Homeland Language Services offers Video-Remote Interpretation (VRI) supporting American Sign Language (ASL) and the 40 top foreign languages in real-time from any desktop, laptop, tablet, or handheld device. Our VRI service connects clients to a video interpreter in 30 seconds or less, on average without the need to preschedule. VRI ASL is available 24 hours a day with 40 languages available from 6 am to 8 pm daily and on weekends.

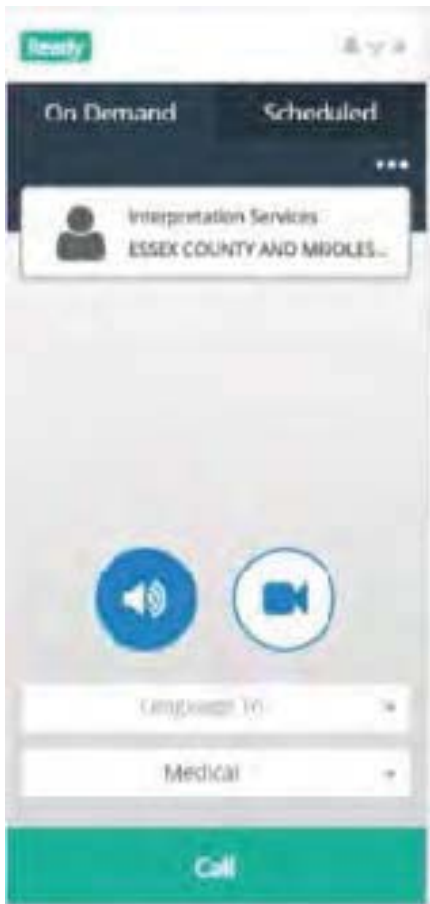
Costs - no fees, charges or costs when using the free app. Simply log in, enter your account code, and expect fast connect to a live ASL or language interpreter as pictured below. Or, use the app to access audio-only interpreters in over 200 languages without need to preschedule. You pay for the minutes you request and use. ASL interpreter joins your meeting from any desktop, laptop, tablet or handheld device, 24/7/365.



Video Remote Interpretation - Implementation Procedures

Your dedicated account manager will provide instructions on how to download our free app to each of your desktop, laptop, tablet computers and handheld devices. Simply press the Homeland Language Services icon to request an interpreter

- Introduce yourself to the interpreter and give them any special instructions or key case file topics you must accomplish. Jot down their interpreter ID number. Otherwise, your interpreter is there to assist you so please begin your health care exam, hospital admittance, legal proceeding or other meeting.
- Be sure to use the many features and benefits such as chat box with interpreter; sharing link to call with anyone not using the app; Zoom, Teams, and other app integration; full screen mode, and many others.



1 Select audio (OPI) or video (VRI) interpreting services



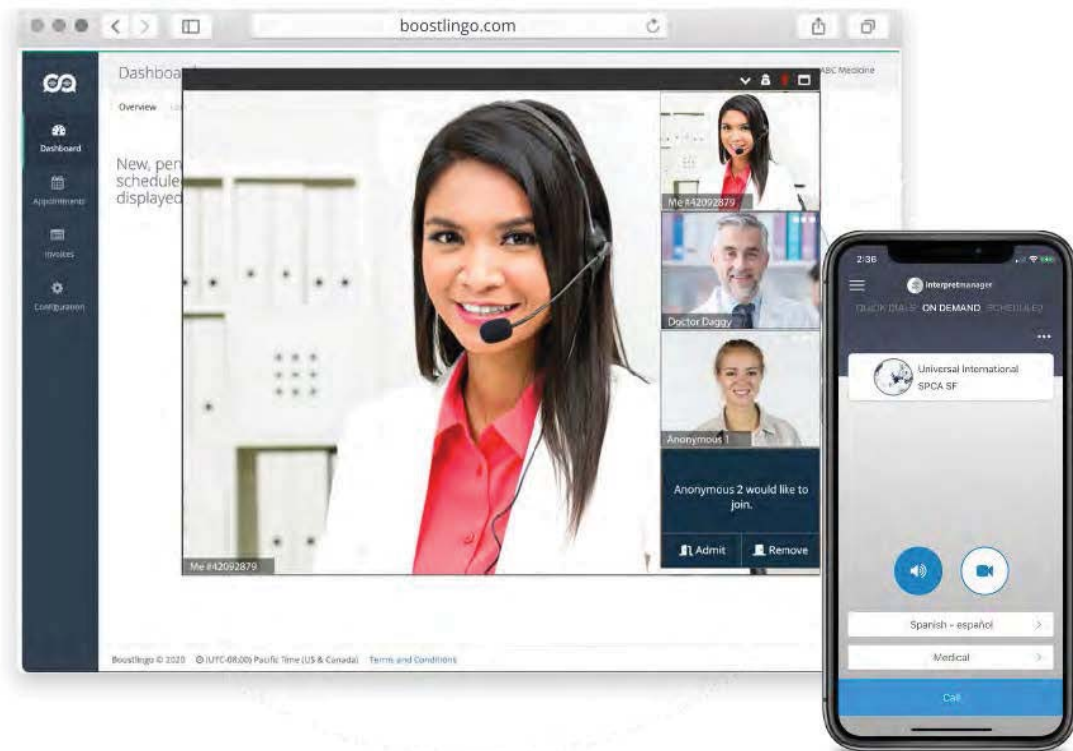
2 Select the Language and type of interpreter requested



3 Finally, press Call and wait for an interpreter to join the line (2-3 seconds connect time)



VRI Image appearance




Rate your Experience



Interpreter
Name: JIS72884
Duration: 02:40

Call details
Tel: 1165217109/708
8/22/21 12:12 (sat)
English - Spanish, Medical
Type: video

Rating



Call Quality



Submit

Clients' Review

It is important to highlight that at the end of every call you have the opportunity to rate your Interpreter and connection quality. We want you to be highly satisfied with the service you received.

3.3 Automated Call Center Services Supporting 200+ Languages

HLS enables our customers to enjoy significant cost savings over other vendors. With enhanced government employee time savings in task performance in accessing Interpreter and Translator skilled resources whenever and however they choose-24 hours a day, 7 days a week. From the office, at home and remote office, fielded case-worker and nurse personnel, accessing in-terpreters in Zoom, Teams, and other web meetings applications, from any telephone, desktop or laptop computer, tablet computer or handheld device, under most scenarios. Our multimedia service layers allow customers to access interpreter and translator resources according to their workload, schedules, and needs. Industry analysts have reported that many customers prefer self-service accessibility to assisted services. By providing efficient access to consistent and accurate and easy-to-use telephonic interpretation, through IVR (interactive voice response) automated services, customers will be empowered to obtain services and assistance they need at a fraction of the cost of other vendor services or self-performed by the government. Enabling customers to obtain service without interacting with a live agent unless assistance is required.

3.4 Automated Voice Response (IVR) Telephonic Interpreter Services

Homeland Language Services provides a wide array of user-friendly voice response services, including IVR, voice/speech recognition to access the language you require. Your dedicated program manager, based upon your specific site needs, will design, and manage usable, easy-to-navigate voice response systems that empower callers to meet their information needs using self-service telephony applications available in over 200 languages. On a project- by-project basis, these integrated applications will share common features for effective training to all customer sites and staff. Our technical staff consistently develop and maintain automated voice solutions with few steps for ease of use and fastest-connect that provides premium technolog-ical service to our customers and provides timely updates to workforce management teams in the tracking, monitor and control of critical Answer and Connect Times, and other critical usage metrics.

3.5 Interactive Voice Response Service

HLS has designed and integrated hundreds of “tailored” call flows and IVR scripts for a variety of government call center interpreter support contracts; and smaller departments where individual employees require access to interpreters when immediately needed. Again, Homeland Language Services support ranges from “large nationwide government centers” that operate 24x7 and handle millions of interpreter minutes each month to “small government offices” that serve specific benefit programs that call in for interpreters as needed. To support these critical needs, our experienced technical team will ensure that greetings, language selection, and data collection, etc., are fully tested and, following customer approval, performed in a timely fashion on a 24x7 basis for each department or agency. Your Program Manager will be highly available by cell phone, email, telephone, and e-mail 24x7 will ensure that emergency notices are post-ed within two hours; and that other special request updates comply with our fast turnaround commitments.

3.6 Customer Support Plan

Customer Support Plan - Assigned to the customers	Interpreters
100% dedicated Customer Support Shift Supervisor via phone or email, 24/7/365 available to support account moves, adds, changes, and escalations with authority to quickly respond to keep connection times at SLA commitment.	Approx. 5500 telephonic interpreters will support the customers' critical languages and all other languages (200+), 24/7/365.
100% Dedicated Program Management - will be assigned as your dedicated Senior Program Manager with the authority to maximize operational availability of services while meeting cost, technical performance, and tailored customer access needs. We will meet with the customers weekly or monthly in-person, via the web, or phone call.	Historical usage has been reviewed with no changes required to HLS support structure. This solicitation will require <2% of existing interpreter capability, therefore easy integration into Homeland Language Services' call handling platform.
100% dedicated Workforce Management Division Shift Supervisor - Will work with both customer support group and dedicated Senior Program Managers to track, monitor, and control all processes with immediate solutions/ corrections performed.	Management and Customer Support teams to review usage trends to immediately react to "known and unforeseen" surges with additional interpreters in-queue to drive connection times to contribute

As a guarantee of success and because of this solicitation this account will be designated a key account with enhanced performance monitoring and tracking, management, and control of each performance area at the highest levels of visibility. HLS large/key accounts, without exception are in excellent standing with our customers regarding contract performance. Summary of our key account implementation guidelines provided below:

Account Overview:	Objectives:	Solutions:	Action Plan:	Change Management:	Implementation:	Continual Review:
Discuss/define all critical information about the client relevant to create an Account Plan.	Understand client needs and mission, how will success be measured.	Identify our strengths to support client needs. Prepare/perform these exacting measures.	Determine a course of action, staffing, facilities, manpower, etc., to achieve deliverables.	Continual analysis of key performance with senior customer feedback for continual improvement.	Performance plan accepted, assign owners and due dates of each critical function.	Regular review of performance both internally, customer senior team, and site end users to ensure deliverables on track.

3.7 Value to Our Customers

By using our high technology interpreter call centers and intelligent call routing products, we bring seamless delivery of best-in-class interpreter call center services to you. We alleviate traditional interpreter call center challenges associated with other vendors. Our customers realize dramatic cost savings resulting from ease of use, improved morale, lower government personnel turnover, and more efficient productivity of your staff simply by integrating HLS call center operations into your language support program.

3.8 Homeland Language Services Workforce Management

Deploying and correctly scheduling adequate numbers of interpreters at each site is crucial to the successful operation of any contract. HLS recognizes that wide fluctuations in interpreter workloads will occur and that staff resources will need to be continually reviewed and reassigned for maximum effectiveness. Mondays at 9 am receive a huge surge of activity while Sundays at 2 am significantly less, etc. This volume is continually managed.

3.9 Emergency/Surge Alternate Call Routing and Redirection

Invisible to our customers, each provisioned toll-free number can have multiple dedicated answitched termination points to best reach our call centers during normal operations and supporting unexpected call volume. All calls are supported in an IP-based cloud environment with a high connection time availability of 99.9%, however many customers may reach us through regional long-distance carriers creating a need for multiple redundant paths to our interpreter centers. This approach enhances fastest connect to interpreters with the following.

- Failover
- Redundancy
- Security
- Flexibility
- Scalability

4.0 On-Site / Face to Face Interpretation - ASL and 150+ Languages

On-Site interpretation supporting American Sign Language (ASL) and approximately 150 different languages are highly available through HLS upon 48 hour notice throughout most major cities, counties and regions nationwide. CART services are also readily available. All HLS interpreters are nationally certified by the National Association of the Deaf (NAD) or the Registry of Interpreters for the Deaf (RID). Hiring qualifications and ongoing Quality Assurance monitoring include the following:

- Similar to telephonic interpreters addressed above, new hires must pass, maintain, and keep HR department up to date regarding approximately 12 hiring steps to include: criminal history; state RID registry website; background and employment checks, certifications and validations up to date/on file; HIPAA compliance sign off on file; NDA; other requirements vary by state and government contract.
 - Fluent in sign language with a wide range of knowledge, skills and abilities to effectively facilitate communication for a variety of consumers.
 - Ability to interpret voice to sign, sign to voice, oral transliteration, tactile, close vision, Deaf interpretation, or cued speech.
 - Ability to interpret in a variety of settings, including hospital, courts, correctional, legal proceedings, staff meetings, interviews, presentations, etc.
 - Familiarity with government, hospital and healthcare insurance terminology.
- Ability to voice interpret for Deaf consumers whose speech is not easily understood.
- Ability to deal with complicated concepts and idioms, as well as present abstract ideas.
- Faithful adherence to the RID/NAD Code of Professional Conduct.
- Knowledge of what is needed to prepare for each interpreting assignment, including knowledge of how to best set up the environment so that the consumer's needs for effective communication can best be met.
 - Ability to effectively assess the language needs and communication style of each Deaf consumer and adjust his/her interpretation style to meet those needs.
 - AA degree preferred or equivalent training required.
- Two years or more experience required.

4.1 On-Site Interpreter Scheduling Tool - Tracking, Monitor and Control of Hundreds of Simultaneous Appointments

HLS cloud-based Internet Interpreter Scheduling System (CBISS) was designed for use by

1.) medical and legal organizations to manage their in-house interpreter services; 2.) GSA, federal and state government's ability to access our database of approximately 5500 certified interpreters. Each administrator of interpreting services will have their own username / password and can enter, edit, and cancel interpreting assignments directly into a secure, HIPAA-compliant data-base, 24/7/365. Implementation, training and end-user demo provided at no charge as needed for each customer site.

Managers/Administrators are given complete end-to-end scheduling, accounting, auditing, and reporting authority. They can access information regarding interpreter location and availability. They can track all past, current and future appointments. They can add credentials, revoke, or restrict access to any user in the community and manage all financial and audit functions 24/7/365. Interpreters can access the Interpreter Scheduling System with their secure user-name / password to view, accept, or reject appointments and update profile contact information and availability.

HLS's CBISS provides a user friendly online scheduling system engineered to fulfill all your business needs. Secure, reliable and HIPAA compliant, our platform allows you and your requesters to

create appointments anywhere in three simple steps. The agency, interpreters, and requesters can all monitor appointments. Compatible on all browsers, our platform is designed to be intuitive and provide a solution for desktops, tablets, and mobile devices while using minimum software requirements. HLS deeply values and respects our clients' time, therefore, our platform has been designed with key features to guarantee accessibility and timely delivery and schedule of on-site interpreters and translations.

Free of any charge our costumers can access our platform at any time and our Quality Assurance Team will train all account managers and administrators on its usage. In addition, our IT department is constantly monitoring our servers to guarantee full and expedite support and upgrades. While implementing HLS's CBIISS customers will find a wide range of advantages which will guarantee a major reduction when it comes to time, money and energy consumption:

Costs saving - Without the middle man to take your appointment requests and wait for a response from the Interpreting company, you go straight to the source. As soon as you create your appointment on the system HLS gets an immediate notification and get to work to find an interpreter to cover your appointment needs. Our project manager will personally supervise the process in order to ensure that the most suitable interpreter is assigned to the appointment.

Time saving - Our platform automatically adds up all incomes and expenses, they can all be synchronized online.

Energy saving - Appointments are saved immediately and using any mobile device. No more long and tedious waiting processes or waiting lists. No need to move, call or email anybody to schedule an appointment. With our OPI and VRI services, you can easily access 800+ professional interpreters ready to communicate in over 80 languages.

Real time tracking - HLS's CBIISS offers 24/7/365 tracking on both your appointment scheduling and the interpreters while they are on their way to their appointments.

4.2 Interpreter Certifications and Hiring Requirements

Approximately 15 full time personnel in our Interpreter Relations Group perform all actions from new-hire to secure access protocols for entering the Scheduling Secure interpreter platform. We assist and track, monitor and control all interpreter engagements each hour, week and month for detailed usage metric reporting and bi-weekly payment, or monthly customer invoicing. All HLS telephonic, VRI and on-site interpreters, whether full-time employee located in one of our five (5) contact centers; or part-time field contractor linguist specialist, each must successfully complete and maintain HLS hiring protocols and ongoing QA (quality assurance) performance monitoring. Hiring Documentation and Data (varies by Contract Authority in all cases).

- Criminal History/Background Checks
- Non-Disclosure Agreement (PHI, customer agency and nature of calls, cannot be discussed)
- HIPAA Compliance regarding PHI (patient healthcare information protections)
- Language Proficiency Assessment (LPA) to English business level terminology
- Employment History
- Successful completion of role play in practical interpreting test scenarios monitored by senior linguists.
- Certifications and Verifications on file (ATA, NCIHC, etc.)
- Fingerprinting, eQIP, eVerify, and other standards (varies by contract)

Depending on the state and labor category (medical, courts, etc.) HLS interpreters carry one or multiple

linguistic, courts, or translation certifications required for that contract. In many cases, interpreters carry degrees and advanced degrees, as well as other industry certifications and background checks. 100% of our interpreters are certified, and many carry additional certifications in Government or hospital legal and medical expertise. Background investigations and Non-Disclosure Agreements (NDA) are in place with all staff and contractor staff to support a diverse range of customer needs. All interpreters must pass background verification through either e-Verify or Pre-Employ. We routinely, and randomly, test interpreters for language proficiency.

Language proficiency tests are conducted every 6-12 months. Interpreter documentation is routinely provided to customers upon request at Status and Program Review meetings.

4.3 Interpreter Vetting Processes, Minimum Criteria and Qualifications

Stages of Onboarding Process and Training - Two to three years minimum interpretation or translation experience in a professional business, medical or legal environment.

- Language Proficiency test from an industry-certified testing authority.
- Medical certificates from ALTA, Language Stat, or other accreditable organization on file as required.
- Background check with ESS or a local police station.
- Testing may be a combination of telephonic timed proficiencies interview computer-based test.
- Bandwidth confirmation of fast and reliable ethernet connection to the provider. No WIFI allowed for interpreter service. 45 minutes interview with the candidate to include role-plays and personal exercises to assess basic language and interpreting skills.

In-house training:

- 2 weeks for candidates without a background in interpretation.
 - 1 week for applicants with more than 3-years of interpreting experience.
- *During training, our Quality Control team goes over the interpreter's work, skills, guidelines, protocol, vocabulary, interpreter's Code of Ethics, and HIPAA compliance.

Evaluation: Conducts on Protocol test and vocabulary assessment, final role-play, and Mock Test.

Company Orientation: Newcomers study Homeland Language Services policies, guidelines and sign a confidentiality agreement.

Technical and payment information: Technical team provides credentials and access to our platform, together with guidelines and recommendations how to use it effectively. Team lead provides new employees payroll and documentation.

Interpreters shall demonstrate English business-level communication skills, knowledge, and abilities with expertise in medical and legal terminology, and other business-level standard phrases and usage. Provide meaning for meaning consecutive interpretations via phone. Simultaneous interpretation is also available upon request.

- Demonstrated ability to interpret the meaning for meaning from English to Spanish and from Spanish to English,
- or from English to all other languages and from the target language to English –and demonstrate effective communication skills in both languages.
- Medical or legal-related experience preferred. We provide a training program to enhance interpretation skills.
- College-level or formal study in languages, translation, and interpretation a plus.
- Criminal history, background check, employment check, certifications on file, a non-disclosure agreement on file, HIPAA understanding, and sign-off on file. Other contracts may require fingerprinting, equip and eVerify, etc.
- Must possess a High School diploma or GED, with three years minimum experience in a professional interpreter environment.

- Fluent bi-lingual speaker or interpreter able to pass a standard English proficiency test

5.0 Qualifications

Homeland Language Services (HLS) is a leading Language Services Provider (LSP) of interpretation and translation services in support of our federal, state, hospital, and healthcare clientele. A crucial component of this service is HLS establishment and operation of highly effective and easy to access interpreter contact centers and translation support personnel immediately available to our customers. Of more importance, by using HLS our customer agencies can tap into specifically designed industry recognized services that deliver immediate availability to our medical linguists. HLS is committed to delivering the highest levels of customer service; uses state-of-the-art, scalable, and secure voice/ data/ video contact center facilities and technology; offers the rapid response capability, capacity, and experience needed to operate language support contact centers in routine business and emergency or crises; and know how to control costs effectively with scalability to meet unforeseen surges. After 16 years of services support we fully understand the need for easy to access and use services, highly professional services. We understand the difficulties faced by the LEP (limited English proficient), and Deaf and Hard of Hearing Communities when available language services are not provided. In response, HLS is proposing over the phone interpretation, on-site interpretation, video-remote interpretation, translation & transcription services, CART and other peripheral services.

Diversity, Equity and Inclusion Policy

Homeland Language Services (HLS) supports the leading corporate and United Nations Standards for LGBTI throughout our organization to include best-practice guidelines, policies and practices for LGBTI employees, hiring, personal growth and inclusive workplaces. These guidelines outline five Standards of Conduct to support the business community in tackling discrimination against lesbian, gay, bi, trans and intersex (LGBTI) people. In HLS we encourage our employee community to work in a friendly environment with respect. HLS is an equal opportunity employer who does not discriminate or permit discrimination against, or provide special treatment for, any person or group of persons on the grounds of race, color, religion, sex, age, ethnicity, gender identity or expression, national origin, sexual orientation, marital status, familial status, physical disability, or any other category protected by law, particularly those related to EEO (Equal Employment Opportunity).

HLS understands the importance of cultural diversity. Therefore, we embrace different cultures to provide a global standpoint and connect all communities through language. These guidelines, initiatives and goals have been fully integrated into HLS interpreter relations, human resources and other internal work processes, procedures within each operational group of the company. New contracts will include all themes and goals of our highly successful diversity and inclusion programs. HLS has the mission of making its employees and customers feel like family, equal to all, where every challenge will be addressed with the same respect and care. With a strong commitment towards inclusion and diversity we represent our clients perspectives.

This proposal demonstrates why HLS is imminently qualified to serve as your contract holder. Summarizes our understanding of what the solicitation is seeking, along with a brief statement about what Homeland Language Services offers government agencies. We provide further evidence of how our qualifications, technical approaches, and management solutions will enable us to serve the government's language support requirements, now and in the future as your customer needs evolve and change over time.

Upon detailed review of the SOW and solicitation documents, HLS will commit to providing the customer the best market value, best delivery time commitment, and best market pricing. Our commitment is to lower-than other vendor pricing regardless of market factors such as geographic region; volume commitment; total actual use and other factors. HLS is typically awarded as the preferred and primary vendor or vendor designated "first call" authority in a multi-vendor environment based on price and proven performance.

Homeland Language Services, in negotiation with you, shall identify and commit to the lowest price cost for all interpretation and document translation services. This price will be your lowest permanent price, exclusive of any quantity/dollar volume, prompt payment, or other concession affecting price.

6.0 Experience

With a 16-year history, Homeland Language Services is a respected, well-established, and low-cost language services provider located in Oxnard, California, with branch and field offices nationwide, which thoroughly understands solicitation project goals and objectives. Specifically, all costs, services performance, and internal manpower and performance requirements to meet contract deliverables and the best needs of our customers. HLS requests no exceptions or deviations to all terms and conditions of the solicitation. Moreover, Homeland Language Services meets and exceeds all performance requirements in the solicitation. Few mistakes will be made based on our understanding. As with other major hospital systems, our interpreters will provide highly professional and culturally appropriate support through intake and admissions; general inquiries; application processing, and assistance.

Our Interpretation services will continuously support customers main office and each department, statewide field, and remote offices, and work from home personnel via land-line phone, mobile device or Zoom, MS Teams, and other virtual web meeting applications. All customer departments and personnel will be supported by thoroughly screened, background-checked, highly trained, and qualified interpreters via a toll-free number and call prompts like those in place by the prior vendor for consistency. Our team of over 5500 linguists is available on-demand 24 hours a day, seven days a week, 365 days a year. Training and usage materials will be provided at no charge. Refresher and new employee materials will be quickly provided throughout the life of the contract.

Invoice detailed usage metrics and other data collection will be tailored to meet customer needs and provided on each invoice and other weekly, monthly, quarterly, or yearly/historical usage reports.

If a customer language needs increase substantially our support personnel shall identify the critical processes to successfully manage your account and contract changes (e.g., pandemics with heavy web integration use, civil unrest, and disaster surges, training, special conditions, tailored instructions for each department, contract clauses, etc.) modifying resources and services accordingly. For each critical process, HLS team members are available to effectively address and resolve contract management issues.

This interaction can be through regular web-based and on-site meetings to discuss pertinent issues, or it can be through Ad Hoc groups specifically formed to address best-support of each department, solving issues and problems as customer personnel meet with those who require service and support. Your dedicated Program Manager will be in frequent contact with you and highly responsive to your requests.

We will describe HLS's in-depth experience in managing major interpreter contact centers, an experience that is backed by a verifiable record of performance excellence. Our past performance references reflect how we meet and exceed the solicitation's minimum required experience.

6.1 Core Business Lines and Years of Experience

Long recognized as a major provider of language support services for the government's health, housing, hospital and healthcare, and many other services areas we have expanded service offerings over the past decade from Over the Phone (OPI) and On-Site Interpretation (OSI) and Translation Services; with Video Remote Interpretation (VRI) supporting American Sign Language (ASL) and the 40 most common foreign languages.

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Homeland Language Services

Language List

Here is a list of our most commonly requested languages, however, languages of lesser diffusion require prescheduling for both telephonic and on-site interpreting. Please contact customer support for the latest list of real-time connect and available for scheduling interpreters.

- | | | | | |
|---|--|--|---|--|
| <input checked="" type="checkbox"/> Afrikaans | <input checked="" type="checkbox"/> Catalans | <input checked="" type="checkbox"/> Greek | <input checked="" type="checkbox"/> Laotian | <input checked="" type="checkbox"/> Serbian |
| <input checked="" type="checkbox"/> Albanian | <input checked="" type="checkbox"/> Creole | <input checked="" type="checkbox"/> Gujarati | <input checked="" type="checkbox"/> Lithuanian | <input checked="" type="checkbox"/> Slovak |
| <input checked="" type="checkbox"/> ASL | <input checked="" type="checkbox"/> Croatian | <input checked="" type="checkbox"/> Hebrew | <input checked="" type="checkbox"/> Macedonian | <input checked="" type="checkbox"/> Somali |
| <input checked="" type="checkbox"/> Amharic | <input checked="" type="checkbox"/> Czech | <input checked="" type="checkbox"/> Hindi | <input checked="" type="checkbox"/> Malay | <input checked="" type="checkbox"/> Spanish |
| <input checked="" type="checkbox"/> Arabic | <input checked="" type="checkbox"/> Danish | <input checked="" type="checkbox"/> Hmong | <input checked="" type="checkbox"/> Mandarin | <input checked="" type="checkbox"/> Tagalog |
| <input checked="" type="checkbox"/> Armenian | <input checked="" type="checkbox"/> Dari | <input checked="" type="checkbox"/> Hungarian | <input checked="" type="checkbox"/> Micronesian | <input checked="" type="checkbox"/> Taiwanese |
| <input checked="" type="checkbox"/> Bosnian | <input checked="" type="checkbox"/> Dutch | <input checked="" type="checkbox"/> Indonesian | <input checked="" type="checkbox"/> Nepali | <input checked="" type="checkbox"/> Thai |
| <input checked="" type="checkbox"/> Bulgarian | <input checked="" type="checkbox"/> Ewe | <input checked="" type="checkbox"/> Italian | <input checked="" type="checkbox"/> Polish | <input checked="" type="checkbox"/> Tigrinya |
| <input checked="" type="checkbox"/> Burmese | <input checked="" type="checkbox"/> Farsi | <input checked="" type="checkbox"/> Japanese | <input checked="" type="checkbox"/> Portuguese | <input checked="" type="checkbox"/> Ukranian |
| <input checked="" type="checkbox"/> Cambodian | <input checked="" type="checkbox"/> Finnish | <input checked="" type="checkbox"/> Jarai | <input checked="" type="checkbox"/> Punjabi | <input checked="" type="checkbox"/> Urdu |
| <input checked="" type="checkbox"/> Cantonese | <input checked="" type="checkbox"/> French | <input checked="" type="checkbox"/> Korean | <input checked="" type="checkbox"/> Romanian | <input checked="" type="checkbox"/> Vietnamese |
| <input checked="" type="checkbox"/> Chinese | <input checked="" type="checkbox"/> German | <input checked="" type="checkbox"/> Kru | <input checked="" type="checkbox"/> Russian | <input checked="" type="checkbox"/> Welsh |

and many more...

Headquarters Location

With five other contact centers geographically dispersed for failover and redundancy.



ADDRESS:

**1000 Town Center Dr / Third
floor Oxnard, CA 93036**

Meet Our Professional *Team*



