

REQUEST FOR PROPOSAL FOR TRANSLATION SERVICES

RFP # EQ-052920-03



Region 10 ESC

Experience the Power of 10

400 East Spring Valley Rd.
Richardson, TX 75081



OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

July 9, 2020

Date

Authorized Signature & Title **President/CEO**



TRI-LIN INTEGRATED SERVICES, INC.

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San Antonio, Texas 78248-0986

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Sue Hayes, Chief Financial Officer
Education Service Center, Region 10
400 E. Spring Valley Rd.
Richardson, TX 75081
Telephone: (972) 348-1110

Dear Education Service Center, Region 10,

On behalf of TRI-LIN Integrated Services Inc., I would like to thank ESC, Region 10 and Equalis Group for the opportunity to respond to Education Service Center, Region 10's RFP NO. EQ-052920-03.

For over 22 years, TRI-LIN has and continues to provide translation, transadaptation and content development services for the educational community nationwide. Our current translation clients include, but are not limited to school districts such as Northside ISD, North East ISD, East Central ISD, Killen ISD, San Antonio ISD, regions such as Region 20 ESC, Region One ESC, Region 13 ESC, Region 4 ESC and Region 10 ESC, publishing companies such as Mentoring Minds and Rally! Education, education institutions such as Texas Education Agency (TEA), Smarter Balanced Assessment Consortium (SBAC), American Institutes for Research (AIR), Rice University, Educational Testing Service (ETS), Achievement Network (ANET), Pearson (several states) and GED. TRI-LIN works in collaboration with other vendors on the Texas State Assessment (STAAR) and has worked in the past on assessment programs in New Mexico, Delaware, Massachusetts and Puerto Rico. Additionally, we have partnered with the Colorado Department of Education and the Puerto Rico Department of Education.

It is our pleasure to have the opportunity to respond to this RFP. We look forward to future communication.

Best Regards,

Amarilys Galindo
President/CEO

Executive Summary

TRI-LIN Integrated Services Inc. (TRI-LIN) is pleased to submit our proposal to respond to the Request for Proposal EQ-052920-03 released by The Equis Group and Region 10 ESC. For twenty three years TRI-LIN has been in the business of providing accurate translations, transadptions, and original Spanish development for high stakes assessments, such as the Texas STARR exams, and for numerous school districts educational and parents communication materials. We believe that this opportunity will allow TRI-LIN to reach more customers and will allow the customers to receive the best service, quality and prices.

Amarilys Galindo, President of TRI-LIN, has been an educator for more than 40 years and has served as a teacher, principal, consultant, presenter, school owner, and educational products sales representative. Her philosophy has always been to provide educators with the product that they need to assist their students. Being from Puerto Rico has allowed her to bring an understanding of the student's language needs and how to meet them. Ms. Galindo has worked on the Texas TEA Spanish Assessment from the inception and is still developing it in 2020 while working as a subcontractor with Pearson Education. Ms. Galindo's reputation is excellent and this was shown when Joyce Zurkowski, Chief Assessment Officer Colorado Department of Education, requested that TRI-LIN develop the state's first Spanish assessment.

During the twenty three years TRI-LIN has also offered translation services to a variety of customers, from schools to consortiums. In 2013 The Smarter Balanced Assessment Consortium (SBAC) chooses TRI-LIN to be their translation vendor and TRI-LIN is still their vendor. During the initial startup TRI-LIN translated 7,000 questions, 70 stimuli, 800 ELA/Listening Items, and approximately 1,000 rubrics into six languages initially and later to thirteen languages. Because of the high-stakes nature of the assessment, TRI-LIN provided several quality checks to insure accuracy and met all deadlines to meet the testing dates. TRI-LIN also provided American Sign Language videos to assist students in answering the questions, more on this product will be described in Appendix D – Value Add.

TRI-LIN currently provides the following translation services in either our contracts for state assessment programs or in our normal customer business: - translation, formatting, revision, and field testing of foreign language forms - translation, formatting, and revision of posters, brochures and other informative leaflets/notices, websites/selected web pages, documents or forms - translation, formatting, and revision of assessments, test materials, and other instructional materials - translation, formatting, and revision of correspondence. TRI-LIN's production department has all of the capabilities to support an increase in customers and has grown in the past to handle to art created for SBAC and state assessments. TRI-LIN has worked with many style guides and many different online systems.

TRI-LIN will provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services. TRI-LIN will work with The Equis Group and Region 10 ESC to provide competitive pricing that yields economic benefits unobtainable by the individual entity.

TRI-LIN will propose solutions for verbal translation services, including verbal translation services by phone and/or webinar. TRI-LIN's in-house or freelancer resources are available to provide these services as requested and scheduled.

TRI-LIN will work with The Equis Group and Region 10 ESC to enact a successful marketing plan. The first year will be used to announce our venture into the market, while at the same time serving all customers who are ready to move forward with projects to be translated. As a part of this campaign to announce our entry into the market we will contact every District/School Superintendent in Region 10 to announce this service is available. The following years will see our aggressive approach to establishing our venture as a nationwide opportunity.



Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name?

TRI-LIN Integrated Services, Inc.

2. What is your company's Dun & Bradstreet (D&B) number?

D&B 800218294

3. What is/are your corporate office location(s)?

15310 Huebner Road
San Antonio, Texas 78248

4. Please provide a brief history of your company, including the year it was established.

TRI-LIN is a woman-minority owned small business based in San Antonio, Texas, that has been in operation since 1997. TRI-LIN is certified as a HUB and is a MBE/WBE/NAICS.

Our core business is providing language accommodations in the field of education. This ranges from translations and transadaptations of educational materials such as state, districts and publishers assessments and curriculums, textbooks, and teacher guides and parents - school communications to full item and passage development for large scale state assessments. One sector of our services that has significantly increased is the parents-school communications translation. The number of languages being translated into has gone from English to Spanish to from English to more than 20 languages and dialects since it is the school's goal to reach the parents of all English learner students. TRI-LIN acts as the translation vendor for the Texas Education Agency for the translation of the Mathematics, Science STAAR test assessment and for the development of the STAAR Reading as writing assessments. TRI-LIN is proud to hold this work partnership with TEA since 1997.

Part of TRI-LIN's ample experience and origins is working with the bilingual educational community in the transition from a translation to a transadaptation. Transadaptation is different from straight translation in that if the content or message of the original text does not translate well, our expert team of content-specific translators will adapt the wording of the item without changing its content or intended meaning. TRI-LIN also uses localization to ensure the text is translated using the vocabulary and syntax appropriate for the target audience. This means determining which dialects of a language should be used in a translation and which should be avoided. The vast bank of resources from different countries allows TRI-LIN to target populations from about 25 different languages and dialects. For the effect of this proposal when the term translation is used it will include both straight translation and transadaptation. TRI-LIN will respect client request for his preference.

When conducting translations, the target audience and region are always researched prior to start of the project. TRI-LIN's translators are not only translators, but educators as well. They are familiar with the terminology used in the Texas Essential Knowledge and Skills and the Common Core Standards for

Appendix A: cont.

all subject areas as well as with vocabulary exhibited in the classroom during instruction. A translation memory software is used to ensure consistency within the translation from one translator to another. And a personal touch from our staff educators is always there at a final review stage to ensure the natural flow and appropriateness of the final text, especially when cultural and language adaptations are needed. TRI-LIN distinguishes itself by having not only translators but teachers and educators that guarantee the familiarity of the terms in reference to the classroom terminology.

Through the years TRI-LIN added other states to their profile and as of today we provide services to more than ten states including Minnesota, Ohio, Indiana, New Mexico, Colorado, Utah, Iowa, and California.

During the past 10 years Texas program evolved to a unique Spanish developed test and TRI-LIN adjusted to the client needs and after more than 20 years still continues to be part of the project. TRI-LIN has proven to be a partner that adjusts to its client needs.

TRI-LIN has been at the forefront of some unique language accommodation endeavors. In 2014, TRI-LIN was awarded a contract by the Smarter Balanced Assessment Consortium to translate 7,000 math items into Spanish and ASL in addition TRI-LIN created more than 8000 thousands ELA ASL videos. Pop-up language glossaries were also created in 14 languages, including Arabic, Cantonese, Chinese Simplified, Chinese Traditional, Ilocano, Korean, Punjabi East, Punjabi West, Russian, Spanish, Tagalog, Ukrainian, Vietnamese North and Vietnamese South. Audio clips were recorded for each of the pop-up glossaries and each translation. TRI-LIN worked directly in Smarter Balanced's item banking system and has trained staff members with technology expertise to work in any system required by the client. More recently, TRI-LIN has been working with Smarter Balanced to create illustrations for items to serve as an accommodation for English Language Learners. Since the beginning of the contract Smarter Balanced needs have been changing and TRI-LIN has been able to accommodate them and meet each one of their requests in a prompt manner, with the expected high quality and always on time. TRI-LIN puts client first and strives to bring solutions to any new request during the execution of a contract.

In addition, TRI-LIN has been collaborating with different educational institutions to provide services including ANet, GED, Texas Educational Regions 4, 10 and 13, Educational Testing Service, Data Recognition Corporation, NWEA, American Institute of Research, Cambium and Cognia.

In more than 20 years in business TRI-LIN has grown from a one person endeavor to 25 full time employees plus a vast group of freelance resources. TRI-LIN services now include translations, transadaptations, passage and item development, glossaries and parents' communication in more than 25 languages and dialects, audio record, ASL videos, glossary illustrations and hand-scoring of constructed response items.

Most recently, TRI-LIN has been collaborating with different educational institutions to provide services in preparation to the need of a local assessment system that helps in the preparation of the students after more than six months out of the classroom environment or in the event of at home learning.

Another form to reach the home of the students is through websites and instructional/informational videos. TRI-LIN has worked with TEA in the translation of their Spanish Portals for parents and for students, and in the translation of video captions. Though it is not our primary business, TRI-LIN has the capability to even record studio quality scripts and provide captioning services. In the past, we collaborated with Rice University in their Science scripts for video captions. These instructional videos were used by students as an auxiliary tool they could access at their own pace to help them improve their understanding of their science lessons. This institution is known for their science online curriculum and the videos were an enhancement to this.

Some of TRI-LIN's clients are well known publishers in the Educational field, such as Mentoring Minds (East Texas) and Rally! Education (New York). For these kinds of clients, we offer ready to print materials and

Appendix A: cont.

desktop publishing services. We can work together in the formatting of instructional materials to deliver a ready to print product. Both companies have been our client for over 10 years.

The main goal of TRI-LIN is to contribute to better the Bilingual education across the country providing support in the native language of the family that the we serve as educators. Nowadays this is critical because each day more and more children are coming to our educational system. This is the heart and founding motive of our Company.

Appendix A: cont.

5. Who is your competition in the marketplace?

Victory Productions – New Jersey

6. What are your overall annual sales for last three (3) years?

2019—\$3,951,959
2017—\$3,050,520

2018—\$3,656,582

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

2019—\$3,951,959
2017—\$3,050,520

2018—\$3,656,582

8. What is your strategy to increase market share in the public sector?

Today's environment is different than any we have dealt with in TRI-LIN 23 years of existence. Today it is require a different approach to growing the business than what it was needed in the past. In the first year TRI-LIN relied on person to person contacts. The world has changed the way to promote services and TRI-LIN will be using our in-house staff to call and email all Region 10 districts and schools and others possible clients state and nationwide. TRI-LIN staff will be also making maximum use of social media platforms to introduce TRI-LIN services to others in the education community across the country. After the crucial moments that the nation is going through the strategies will be modified and shift. TRI-LIN will expand its presence attending major education conventions and publicizing TRI-LIN collaboration with Region 10 through social media and advertisements on Facebook. TRI-LIN publicity campaign will target education and educator websites and reevaluate it regularly to make sure we are being effective.

Appendix A: cont.

9. What differentiates your company from competitors in the public sector?

TRI-LIN company is family owned and has shown an ability to change as conditions change. For example, while working on the Smarter Balanced Assessment Consortium contract, TRI-LIN was asked to create audio clips in three formats, upload to a new system, and validate the recordings for over 600,000 clips in just three months. TRI-LIN immediately took up the challenge, marshalled its resources and hired 100 people to deliver everything on time. The straightforward decision line in the company is an asset to the client because decisions are made promptly, ensuring speedy service.

In terms of the quality and accuracy of translations and transadaptions, TRI-LIN differentiates itself from others because of its staff qualifications. In the educational field no other company offers a content review by teachers specialized in the subject as part of the standard process. It is important that the translation/transadaptation convey the same meaning as the source language while ensuring the level of difficulty remains the same. In addition, subjects like Math and Science require specific academic language; therefore it is important to mimic the classroom scenario in the translations.

A peculiarity about TRI-LIN is that we do not spend a big budget in advertising! You may say that all our clients have come to us by word of mouth! We are enormously proud of this fact. It means that a happy satisfied client will tell others about our services and will allow us to keep growing solidly. One our newer satisfied happy client is in fact Region 10. As we strive to continue with our commitment with Education and to do so effectively and with high quality standards we can only hope to continue growing as we have for over 20 years.

We have an open door policy. The same way employees can go directly to CEO and owner of TRI-LIN, clients may request an emergency order at any given moment. Even when this emergency happens after office hours, Staff's work cell phones will take an emergency call from a client, any time. Once the request is received, TRI-LIN will make all efforts possible to meet this emergency need as soon as possible. Though, 'rush fees' may be agreed on at the beginning of any project, or ongoing contract, TRI-LIN is very understanding that these emergencies happen even when sometimes budgets may not contemplate them.

Appendix A: cont.

10. Please provide your company's environmental policy and/or sustainability initiative.

TRI-LIN Integrated Services Inc. is committed to providing a quality service in a manner that ensures a safe and healthy workplace for our employees and minimizes our potential impact on the environment.

We will operate in compliance with all relevant environmental legislation and we will strive to use pollution prevention and environmental best practices in all we do.

Our commitment is therefore to:

1. Integrate the consideration of environmental concerns and impacts into our decision making and activities.
2. Minimize our waste and then reuse or recycle as much of it as is possible.
3. Minimize energy and water use within our buildings and processes in order to conserve supplies and minimize the consumption of natural resources.
4. As far as is possible, purchase products and services that do the least damage to the environment.
5. Train, educate and inform our employees about environmental issues that may affect their work.
6. Promote environmental awareness among our employees and encourage them to work in an environmentally responsible manner.
7. Communicate our environmental commitment to clients, customers and the public and encourage them to support it.
8. Where required by legislation or where significant health, safety or environmental hazards exist, develop and maintain appropriate emergency and spill response programs.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

Appendix A: cont.

12. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise: Respondent certifies that this firm is an MWBE

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

List certifying agency:

State of Texas, State of Illinois, State of Ohio, State of New Mexico, State of California, State of Pennsylvania, Southwest Minority Diversity Council, Women's Business Enterprise National Council, National Minority Supplier Development Council

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE): Respondent certifies that this firm is a SBE or DBE

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

c. Disabled Veterans Business Enterprise (DVBE): Respondent certifies that this firm is an DVBE

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

d. Historically Underutilized Businesses (HUB): Respondent certifies that this firm is an HUB

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

List certifying agency: Texas

e. Historically Underutilized Business Zone Enterprise (HUBZone): Respondent certifies that this firm is an HUBZone

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

f. Other: Respondent certifies that this firm is a recognized diversity certificate holder

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Appendix A: cont.

PRODUCTS/PRICING OFFERED:

13. Please summarize the services you are offering, including each language for which you provide language services.

We have listed in **Appendix B** a detailed description of the different languages TRI-LIN is able to provide services for. Our services include, but are not limited to, translation/transadaptation, editing, proofing, desktop publishing and print ready documents in every language listed here. We can also provide services for glossaries, voice recordings, TTS for all the listed languages and American Sign language from an English or Spanish source. Usually, if the need arises for a language that is not listed here, we will work with our translation vendors to find a resource to be able to provide these same services for that language.

14. What makes your offering unique from other similar competitors?

What makes TRI-LIN unique is being owned by a Minority Woman with a passion for Education and a Company Culture that is based on meeting the client's needs as our contribution to America's educational system for all students and especially for students whose first language is not English. We have set ourselves apart from other companies offering the same services by our 'bend backwards' philosophy when it comes to make projects possible due to volume, budgets, tight deadlines, very rare languages, etc.

Another characteristics that client appreciate from TRI-LIN is that the decision process is very straight forward. When in the middle of a project a need arise it is important for clients to feel that TRI-LIN can offer a solution and support in a promptly manner without the hazard of different bureaucracy levels that can jeopardize a deliver date.

Finally, TRI-LIN offer something that no other company does, a content review of all the translations by a teacher and/or a content specialist. This guarantee that the level of difficulty is parallel to the source document and that the accommodation of the language really give the students the same opportunity as the English language speakers. After years of teaching and using textbooks from different grade levels the group of specialists from TRI-LIN has created and style guide and a list per subject to provide to the client. Client can be participate from the beginning in establishing a style and preference of terminology that make the review process more efficiently and accurate.

Appendix A: cont.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

YES

☒

NO

☐

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Define your standard terms of payment

We expect 30 days payment but can work with clients based on their needs.

Appendix A: cont.

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |

☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | | |
|---|--|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Marina Islands | |
| <input type="checkbox"/> Guam | <input checked="" type="checkbox"/> Puerto Rico | |

Appendix A: cont.

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

TRI-LIN has its headquarters on San Antonio, Texas and will expand its territory from there.

20. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other |

21. Provide relevant information regarding your ordering process including your ability for purchasing group members to verify they are receiving contract pricing.

The process to obtain TRI-LIN services start with a survey of how many and in what languages the documents needed to be translated. Preferable received a sample to help decide the best resource to use. It can be an educational document, a parent communication, an assessment and/or an administrative information. Since we have a vast number of resources we like to match each project with the resource with the most experience in that particular type of content.

The prices for the translation in every language and for every type of service is fixed and send to the client. TRI-LIN is willing to present to clients a copy of this proposal to assure that they are receiving the contracted price. In addition, TRI-LIN will give a code to all prospect clients that they can use thru company website and access price list.

Appendix A: cont.

22. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, limited availability of translators due to high work volume, etc.)

It has been our experience for the last 10 years that the need for multiple language educational materials has increased. Whether it is to teach students in a classroom, or for students to access these materials on their own and at their pace. The times of high volume of work vs. downtime has been directly related to schooling cycles, where the volume will increase right when the new school cycle will be about to begin and will slow down when the cycle was about three fourths completed. But as the need for students to access materials at their own pace, in a program that is more online than in a classroom setting, the downtimes have been less and less. In those times of downtime, however, TRI-LIN team will use that opportunity to refresh and compile all updates in regards to changes in classroom instruction that affect vocabulary and style applied to translated materials, preferences in style, new terminology added to specific projects, feedback received from clients and their final users, etc. Additionally, this will be a good time for the team to take any courses that will help them be better capable at their role, courses in subjects such as, time managing, multitasking, new software updates, etc. or even renew their certifications such as Project Manager, Certified translator, etc.

TRI-LIN is always available not only via internet access but through emails and phone. If there is a downtime due to technical issues TRI-LIN will assign additional resources or will work overtime with no extra charge to the client in order to comply with delivery dates.

23. Provide fill rates and average delivery timeframes met for projects in each language offered.

We are able to meet our Customers' demand without sacrificing any deadlines or quality issues. We are proud to have such a supportive team both, internally, as well as externally. Most of the vendors that we work with have had a long-time work relationship with TRI-LIN, of at least 7 to 10 years, which allows them to exactly know the nature of our Company's services.

At the same time, and for the trustworthy relationship that TRI-LIN has with its clients, when it is about a very rare language, and the manager is looking all over the world for a reliable resource, TRI-LIN clients understand the need of a longer timeframe. TRI-LIN believes that as long as there is an open communication with the client in regards to a specific project, since the beginning, there are no surprises on timeframes or final products.

TRI-LIN is also known for excelling at meeting tight deadlines, and of course, overnight deliveries when it comes to an important letter that the School Principal needs to have out to all students the very next morning.

So, from a Principal School letter to thousands of items on an Item base platform, TRI-LIN staff strive for meeting 100% the schedules and needs of the clients.

Appendix A: cont.

24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

TRI-LIN will have a dedicated staff to work on this project. During the first year, the staff will be available person to person from 8 am to 6 pm CST to be available for the Region 10 districts and schools and via email 6 am to 10 pm to accommodate clients in different time zones. In the second year we will evaluate our market and adjust the hours as needed.

25. Describe the capacity of your company to report monthly sales through this agreement.

Using our current accounting software (Intuit) we are able to generate a detailed monthly report on all sales through this agreement that can be customized to show sales by customers and by type of items.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

TRI-LIN has one location and providing management reports to the partnership will not be a problem. Each client within the project will be assigned a code in Quick Books to facilitate reports by project in general and by each individual client.

Appendix A: cont.

27. If your company intends to use subcontractors to fulfill this contract, describe your subcontractor plan, including how subcontractors are vetted for experience and qualifications, how they are held to a high standard of translation speed and accuracy, and how issues with subcontractors are handled.

TRI-LIN's subcontractor plan includes:

- Requesting blind resumes for all linguists of every language to ensure they are qualified to be a translator or a reviewer for a specific project.
- All resumes are kept on file and updated as needed.
- All linguists will have passed a translation or editorial test that meets quality standards.
- We use multiple resources so that different subcontractors will verify the work of a different subcontractor (translator-reviewer) to obtain a high quality translation and to minimize the possibility of direct or out of context translations.
- We will implement multiple rounds of revisions based on the client's requests (one translator-one reviewer, two translators-one reconciler, one translator-two reviewers).
- We will request proof of every round of translation or revision to ensure each round is being done appropriately.
- Linguists will be given all the context information corresponding to the project (purpose of the translation, target audience, samples of previous similar work, and any style guide or vocabulary if applicable).
- As our resources become familiar with certain projects, we plan to use these resources recurrently, so there is a consistency throughout the different cycles of the projects and to avoid the learning curve of a new linguist added to a recurring project.
- Constant communication is maintained throughout the project so that there is an opportunity for questions or clarifications on the linguist part and at the end of the project to offer linguists any feedback that will help them improve their work or correct any faults if any.
- Any new linguists will be used for smaller projects first, and after their collaboration is shown to be effective and of high quality, they can be considered for larger projects.
- If at any time, a linguist is not meeting time requirements of their work become faulty, he/she is given a second opportunity (given all feedback has been given and an explanation of further expectations has also been given). If no improvement or correction is shown by the linguist then he or she will no longer be considered for future projects.
- Lastly and very importantly, when a project is assigned to a subcontractor, delivery times and expected product is discussed thoroughly with them, so they can deliver the high-quality product that we expect. If there were any delays, we will know this from the beginning of the process, so we can take any necessary measures and/or plan for Plan B or notify our client of any issues.

Appendix A: cont.

28. Describe how your company ensures that all translators are fluent in the language they will be translating.

TRI-LIN makes sure that every translator and reviewer is native speaker of the target language being translated. Again, our pool of translators have been working with the Company for many years, though new translators get added to this pool, they all have to meet these requirements and submit and pass a Translation test with our Editorial team that proves their qualifications to be part of it. As part of the review process another translator has to review the original translation. This serves two purposes: to make sure translation is accurate and to assess the quality of the translator. The reviewer turn in a comments form to TRI-LIN.

Also, when assigning projects to translators, TRI-LIN ensures that he or she is knowledgeable on the subject, has ample experience on it and has all the resources needed (vocabularies, style guide, examples, etc.) to carry out an excellent job. In addition to quality control checks through the process to obtain a quality product.

Appendix A: cont.

QUALIFICATION AND EXPERIENCE:

29. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Amarilys Galindo
Title: President

Company: TRI-LIN
Address: 15310 Huebner Rd
San Antonio, TX 78248

Phone: 1-210-348-6212 ext. 211
Fax: 1-210-348-6134

Email: agalindo@tri-lin.com

Account Manager / Sales Lead

Contact Person: Herbert Harris
Title: Vice President

Company: TRI-LIN
Address: 15310 Huebner Rd
San Antonio, TX 78248

Phone: 1-210-392-6128
Fax: 1-210-348-6134

Email: hharris@tri-lin.com

Contract Management

Contact Person: Gabriela Guerrero
Title: Translation & Business Manager

Company: TRI-LIN
Address: 15310 Huebner Rd
San Antonio, TX 78248

Phone: 1-210-348-6212 ext. 262
Fax: 1-210-348-6134

Email: gguerrero@tri-lin.com

Marketing

Contact Person: TBD
Title: Marketing & Sales Manager

Company: TRI-LIN
Address: 15310 Huebner Rd
San Antonio, TX 78248

Phone: 1-210-348-6212
Fax: 1-210-348-6134

Email:

Billing & Reporting/Accounts Payable

Contact Person: Jesse Galindo
Title: Chief Financial Officer

Company: TRI-LIN
Address: 15310 Huebner Rd
San Antonio, TX 78248

Phone: 1-210-348-6212 ext. 233
Fax: 1-210-348-6134

Email: jesseg@tri-lin.com

Appendix A: cont.

30. List the number of translators available for each language proposed under the contract.

Language	# of translators
Arabic	12
Cantonese simplified	12
Cantonese traditional	12
Cherokee	3
Chin (Hakha)	3
Chinese (S)	12
Chinese (T)	12
Dakota/Lakota	3
Ewe	3
French	12
Gaw Karen	6
German	12
Haitian creole	6
Hindi	6
Hmong	6
Ilocano	10
Japanese	12
Kanjobal	3
Karen	3
Karen (S'gaw)	3
Khmer	3
Kirundi (Rundi)	3
Korean	12

Language	# of translators
Laotian	6
Liberian	4
Malay	3
Mandarin simplified	12
Mandarin traditional	12
Marshallese	3
Mongolian	10
Oromo	3
Portuguese	10
Punjabi Eastern	5
Punjabi Western	5
Rohingya (Ruwainggya)	3
Russian	10
Somali	6
Spanish	20
Swahili	6
Tagalog	4
Tamil	3
Ukrainian	10
Urdu	4
Vietnamese	12
Yoruba	3

Appendix A: cont.

31. Provide a minimum of three (3) government customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Region 10

Contact Name: Amber Jones
Title: Program Coordinator
email: Amber.Jones@region10.org

Region 13

Contact Name: Samantha Muñoz
Title: Coordinator: Special Projects
email: Samantha.Munoz@esc13.txed.net

GED Testing Service

Contact Name: Ann Evers
Title: Sr. Test Product Development and
Innovation Research Manager
email: Ann.Evers@GED.com

Mentoring Minds

Contact Name: Theresa Avirett
Title: SVP Product Development
email: theresa@mentoringminds.com

Appendix A: cont.



July 7, 2020

Tri-Lin Integrated Services, Inc.
15310 Huebner Road
San Antonio, TX. 78248

To whom it may concern:

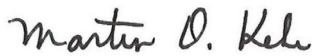
This letter of reference is written on behalf of Tri-Lin Integrated Services, Inc. ("Tri-Lin") at the request of Tri-Lin. GEDTS has been pleased with Tri-Lin's translation services since GEDTS first began working with Tri-Lin in 2013. Since then, Tri-Lin has translated assessment items, teacher and student materials, glossaries and various types of reports into Spanish for our organization.

Tri-Lin has met the quality and time requirements for GED Testing Service's projects and has completed them in a responsible and competent manner. In addition, Tri-Lin demonstrated it has the capacity to meet or exceed GEDTS's goals and objectives. Tri-Lin demonstrated that its staff possesses the commensurate experience and ability to translate the academic terminology found in the materials we submitted for translation.

GED Testing Service's experience with Tri-Lin has been positive. As a customer of Tri-Lin we are satisfied with their service and would use them again if we need similar services.

If you would like more information or have questions, please feel free to contact me using the contact information below and I would be happy to discuss them with you.

Cordially,



Martin D. Kehe
Vice President of Assessment Services
GED Testing Service

Appendix A: cont.

32. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date

33. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

34. In **Appendix C**, provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Appendix A: cont.

35. In Appendix C, list any certification(s) and membership(s) held with professional translation associations, and the effective date of each.

TRI-LIN is not currently a member of any professional translation associations.

36. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TRI-LIN has never been involved in any type of litigation, bankruptcy, or reorganization. Having a relationship with Prosperity Bank for almost 10 years, having solid financial resources and a line of credit allows TRI-LIN to sustain the business without jeopardize any delivery to the client.

Frank Casseb
Regional President
210-826-2161

37. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

**If the 3rd box is checked a detailed explanation of the names and convictions must be attached.*

Appendix A: cont.

VALUE ADD:

38. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

First thing to do is have a press release within first 30 days.

It will be a joint press release that will be distributed to multiple news organizations and social media sites. After that TRI-LIN will start a marketing plan person to person and through the media as follow:

- We will focus on using our in-house staff to call and email all Region 10 districts and schools. TRI-LIN acknowledges that social media is the most effective tool to promote the services. We will also make maximum use of social media platforms such as LinkedIn, Twitter and Facebook to introduce ourselves to others in the education community across the country. We can hope that environment will improve and we can shift that strategy in the following years. We will expand our business by attending major education conventions and publicizing our collaboration with Region 10 through social media and advertisements on Facebook. We will target our publicity campaign to education and educator websites and reevaluate it regularly to make sure we are being effective. Announcement of award through any applicable social media sites.
- TRI-LIN production team will create several flyers to be sent via mail every other month to remind clients of our services.
- As soon as situation permits, TRI-LIN will continue with its participation in trade shows and educational conventions.
- TRI-LIN will create a web-based website page to serve the clients including Equalis and Region 10 logo. There clients will find all the documents and information necessary to learn about the contract and the opportunities that it offer to them. The site will have links to both entities.

Appendix A: cont.

39. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

40. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$135,000-Year 1

\$275,000-Year 2

\$275,000-Year 3

41. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

We offer volume discounts.

Also, if they subcontract you for multiple services (for instance translations and desktop publishing, or translations and audio and TTS) you can offer a 'package price' rather than just pricing one of your services at a time.

Having reasonable turnaround times allows you to use your internal resources, thus lowering your cost rather than subcontracting external resources which represents greater cost for you.

Having an Open contract that will allow them to requests services without having to wait for the paperwork to get done thru the different levels of approval on their part.

Having an ongoing payment schedule that allows you to pay your resources at term of each service request, rather than having to wait and then have a bottle neck of pending payments that leaves you with having to pay your resources out of pocket.

Appendix B: PRICING

PRICING

In **Attachment B**, TRI-LIN for the purpose of this proposal a lower price and better value than it offers to any other client. TRI-LIN's translation prices include any necessary revisions to these documents based on user feedback for up to one year. At this moment TRI-LIN offers three options for payments, but is willing to work with client to facilitate the process.

1. Via mail to: TRI-LIN Integrated Services Inc., 15310 Huebner Rd, San Antonio TX 78248
2. Via ACH payment that we can set up with clients.
3. Via Paypal: paypal.me/TRILININC

Please see **Attachment B**.

Appendix C: CERTIFICATES



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

TRI-LIN INTEGRATED SERVICES, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.


Certification Granted: July 31, 2014
Expiration Date: July 31, 2021
WBENC National Certification Number: 2005124957



Authorized by April Day, President Women's Business Enterprise Alliance



NAICS: 611710, 541613, 541930
UNSPSC: 82110000, 82111800, 82111804, 86130000, 86132200, 86141500, 86141501, 86141702










THIS CERTIFIES THAT

TRI-LIN INTEGRATED SERVICES INC



NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **SOUTHWEST**

*NAICS Code(s): 561720; 561730; 561740; 561210; 561990; 611710; 541930

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/26/2019

Issued Date

AU01569

Certificate Number

08/26/2020

Expiration Date



Adrienne Trimble



Karen Box President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Appendix C: cont.



Certification Number: 052020-02
Industry: Translation

*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*
TRI-LIN INTEGRATED SERVICES, INC.

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 5, Part 8, and the policies adopted thereunder, hereby grants the designation of*

Minority Owned Business

and is recognized as such until the expiration of registration and certification on

May 19, 2023

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelia J. Simpson
Program Director, Governor's Office of Diversity Business Enterprise

Appendix C: cont.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1900193787900
File/Vendor Number:	084057
Approval Date:	12-JAN-2018
Scheduled Expiration Date:	12-JAN-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
TRI-LIN INTEGRATED SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 12-JAN-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.



Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



Appendix C: cont.

5/5/2020

B2Gnow

Certified Profile

CLOSE WINDOW



[Print](#)

Business & Contact Information

BUSINESS NAME	TRI-LIN INTEGRATED SERVICES, INC.
OWNER	Amarilys Galindo
ADDRESS	15310 HUEBNER RD SAN ANTONIO, TX 78248 Map This Address
PHONE	210-348-6212
FAX	210-348-6134
EMAIL	amarilys@tri-lin.com
WEBSITE	www.tri-lin.com
ETHNICITY	Hispanic
GENDER	Female
COUNTY	Bexar (TX)

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	WMBE - Women/Minority Business Enterprise
RENEWAL DATE	3/4/2021
EXPIRATION DATE	3/4/2027
CERTIFIED BUSINESS DESCRIPTION	Translation Services CONSULTING SERVICES

Commodity Codes

Code	Description
NIGP 92400	EDUCATIONAL AND TRAINING SERVICES
NIGP 92420	Examination and Testing Services
NIGP 92478	Teaching and Instruction Services: Elementary and Secondary Education, Higher Education and Adult Education
NIGP 96175	Translation Services, All Languages

Appendix D: VALUE ADD

After serving the states and districts with translation services, clients started having other needs. Having such a great relationship with TRI-LIN and the experience of support, clients prefer to keep the relationship and add more services to the scopes in place. Therefore, TRI-LIN expand its services to additional students' accommodations.

The first need that TRI-LIN met was the necessity of authentic item and passage development. Of course, TRI-LIN staff includes teachers and this was a very smooth transition.

Then American Sign Language (ASL) becomes one of the most important needs. TRI-LIN moved and created a team dedicated to provide services of video recording items in documents to ASL. The signers and recording staff provide more than 3000 of videos each year for states like Indiana, New Mexico and Washington.

Many states want to provide the ELL students with additional support that eliminate any barriers that hinders their ability to understand any assessment content. That created the need to developed a glossary of terms in each item that is familiar to an English speaking student but not to a ELL. TRI-LIN also assigned a team of resources to provide this service that not only provide translation but can add audio to the words to help students with vision impediment. A modality is the creation of an illustration that represents the concept or meaning of the word.

TRI-LIN has proved that it can provide all this services and more with excellence and in a prompt manner.

Appendix E: CONTRACT & SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Translation Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Appendix E: cont.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☐ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

Appendix E: cont.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

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

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

Appendix E: cont.

5.3 Delivery/Service failures: Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

5.5 Standard Cancellation: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 Duty to keep current license: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 Suspension or Debarment: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

Appendix E: cont.

6.3 Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 Delivery: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 Responsibility for supplies tendered: Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 Shipping Instructions: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 Additional charges: Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 Buyer's delays: Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

Appendix E: cont.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 Reporting: Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

Appendix E: cont.

Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

Appendix E: cont.

9.7 Price Calculation: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 Discontinued products: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Appendix E: cont.

11.5 Product line: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 Buy American requirement: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 Cleanup: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 Site Preparation: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 Registered sex offender restrictions: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Participating Member's discretion. 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 Safety measures: 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. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 Smoking/Tobacco: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

Appendix E: cont.

12.6 Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 Maintenance Facilities and Support: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 Disclosures: Vendor affirms that he/she 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 contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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 contract.

Appendix E: cont.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 Franchise Tax: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 Marketing: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 Subcontracts/Sub Contractors: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Appendix E: cont.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 Legal Obligations: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically 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.

13.10 Venue: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]



Appendix E: cont.

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name: **TRI-LIN Integrated Services, Inc.**
Address: **15310 Huebner RD**
City/State/Zip: **San Antonio, TX 78248**
Telephone No.: **210-348-6212**
Fax No.: **210-348-6134**
Email address: **info@tri-lin.com - agalindo@tri-lin.com**
Printed name: **Amarilys Galindo**
Position with company: **President/CEO**
Authorized signature: _____

Term of contract **2020-2021** to **2022-2023**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Appendix F: Additional Req Docs

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor:	TRI-LIN Integrated Services
Title of Authorized Representative:	President
Mailing Address:	15310 Huebner Road, San Antonio, Texas 78248

Signature: _____



Appendix F: cont.

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor:	TRI-LIN Integrated Services
Title of Authorized Representative:	President
Mailing Address:	15310 Huebner Road, San Antonio, Texas 78248

Signature: _____

Appendix F: cont.

DOC #3 LOBBYING CERTIFICATION

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent: _____

Date: July 9, 2020

Appendix F: cont.

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent: _____

Date: July 9, 2020



Appendix F: cont.

DOC #5 ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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

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

Respondant

Vendor: TRI-LIN Integrated Services

Address: 15310 Huebner Road, San Antonio,
Texas 78248

Phone: 1-210-348-6212

Fax: 1-210-348-6134

Signature

Amarilys Galindo

Printed Name

President CEO

Position with Company

Authorizing Official

Signature

Amarilys Galindo

Printed Name

President CEO

Position with Company

Appendix F: cont.

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

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

Appendix F: cont.

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means 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 specifically 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.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled “Proprietary” and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a “nonresident Bidder” means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

☒ I certify that my company is a “resident Bidder”

☐ I certify that my company qualifies as a “nonresident Bidder”

If you qualify as a “nonresident Bidder,” you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Company	Address	
City	State	Zip

Appendix F: cont.

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? AG
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for

Appendix F: cont.

work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? AG
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? AG
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? AG
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as

Appendix F: cont.

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Appendix F: cont.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

AG

Does vendor agree? _____
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

Appendix F: cont.

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

AG

Does vendor agree? _____
(Initials of Authorized Representative)

13. Applicability to Subcontractors

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

AG

Does vendor agree? _____
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

TRI-LIN Integrated Services, Inc.

Company Name

Signature of Authorized Company Official

Amarilys Galindo

Printed Name

President / CEO

Title

July 9, 2020

Date

Appendix F: cont.

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Appendix F: cont.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

July 9, 2020

Signature of Respondent

Date

Appendix F: cont.

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: TRI-LIN Integrated Services, Inc.
Street: 15310 Huebner Rd
City, State, Zip Code: San Antonio, TX 78248

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Amarilys Galindo, an authorized representative of TRI-LIN Integrated Services, Inc. a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

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

 Authorized Signature and Title

President/CEO

July 9, 2020

 Date



Appendix F: cont.

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires , 20____

SEAL

Appendix F: cont.

DOC #14 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: TRI-LIN Integrated Services, Inc.
Street: 15310 Huebner Rd
City, State, Zip Code: San Antonio, Texas 78248

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. *A photo copy of their Federal Letter of Affirmative Action Plan Approval* _____
OR
2. *A photo copy of their Certificate of Employee Information Report* _____
OR
3. *A complete Affirmative Action Employee Information Report (AA302)* _____

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

- A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete* _____
Report Form AA201-A upon receipt from the Harrison Township Board of Education
- B. *Approved Federal or New Jersey Plan – certificate enclosed* _____

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

 Authorized Signature and Title

 Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during

Appendix F: cont.

employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform

Appendix F: cont.

with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Appendix F: cont.

DOC #15 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The

Appendix F: cont.

form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

Contractor Instructions

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

- 4. any State, county, or municipal committee of a political party
- 5. any legislative leadership committee*
- 6. any continuing political committee (a.k.a., political action committee)
- 7. any candidate committee of a candidate for, or holder of, an elective office:
 - 1. of the public entity awarding the contract
 - 2. of that county in which that public entity is located
 - 3. of another public entity within that county
 - 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- 8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- 9. all principals, partners, officers, or directors of the business entity or their spouses
- 10. any subsidiaries directly or indirectly controlled by the business entity
- 11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The

Appendix F: cont.

contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



Appendix F: cont.

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

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

Part I – Vendor Information

Vendor Name

Address

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount

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

Appendix F: cont.

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

Appendix F: cont.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|--------------------------------------|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Subchapter S Corporation |
| | <input type="checkbox"/> Limited Liability Corporation | |

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

Stockholders:

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Home Address</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Home Address</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Home Address</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Home Address</div>

Subscribed and sworn before me this
___ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Appendix F: cont.

DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group