

**MASTER AGREEMENT #081225****CATEGORY: Language Services: Interpretation, Translation, Testing, and Training****SUPPLIER: Bernardo A. Brunetti dba International Language Center**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bernardo A. Brunetti dba International Language Center, 1416 S. Big Bend Blvd., St. Louis, MO 63117 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 2, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #081225) to Participating Entities. In-scope solutions include:
  - a) On-demand interpreting available 24/7/365;
  - b) Translation services;
  - c) Language testing and training; and,
  - d) Solutions related to a) – c) above, including onsite interpretation, program implementation, ongoing account management and support, applications or platforms for delivering language services, and required equipment or devices.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

**14) Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

**15) Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

**16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.



xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.



- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

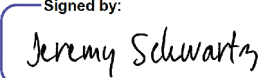
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Bernardo A. Brunetti dba  
International Language Center

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/2/2025 | 7:46 AM CST

DocuSigned by:  
  
11E7E87DD788419...  
By: \_\_\_\_\_  
Amanda Elliott  
Title: Business Operations Manager  
Date: 12/1/2025 | 12:27 PM PST

# RFP 081225 - Language Services: Interpretation, Translation, Testing, and Training

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## Vendor Details

Company Name: Bernardo A. Brunetti dba International Language Center

Does your company conduct business under any other name? If yes, please state: International Language Center

Address: 1416 S Big Bend Blvd.  
St. Louis, Missouri 63117

Contact: Amanda Elliott

Email: manager@ilcworldwide.com

Phone: 314-647-8888 204

Fax: 314-647-8889

HST#: 43-1296915

## Submission Details

Created On: Friday June 27, 2025 11:03:29

Submitted On: Tuesday August 12, 2025 14:33:25

Submitted By: Amanda Elliott

Email: manager@ilcworldwide.com

Transaction #: d33855dd-4327-462c-a568-2057338af0d9

Submitter's IP Address: 147.243.246.6

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Bernardo A. Brunetti dba International Language Center	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Bernardo A. Brunetti dba International Language Center Brunetti Language School (a division of the International Language Center)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	XTK3HGVZHPE5	*
5	Provide your NAICS code applicable to Solutions proposed.	541930	
6	Proposer Physical Address:	1416 S Big Bend Blvd., St. Louis, MO 63117	*
7	Proposer website address (or addresses):	ilcworldwide.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Amanda Elliott Business Operations Manager 1416 S. Big Bend Blvd., St. Louis, MO 63117 manager@ilcworldwide.com 314-647-8888 ext 204	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Elliott Business Operations Manager 1416 S. Big Bend Blvd., St. Louis, MO 63117 manager@ilcworldwide.com 314-647-8888 ext 204	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p><b>ILC's COMPANY BACKGROUND &amp; OVERVIEW</b>  The International Language Center (ILC) was founded in 1983 by President and Owner, Bernardo A. Brunetti. Next year we will celebrate our 42nd Anniversary!</p> <p>Mr. Brunetti, a U.S. citizen by birth, was raised in Italy by his parents. His mother was a U.S. Embassy advisor, and his father was an Electromechanical Engineer. Mr. Brunetti traveled extensively as a young child, having traveled to more than 20 countries before he was 18 years old, exposing him to a plethora of languages and diverse cultures.</p> <p>The Brunetti family translocated to St. Louis in 1979. Mr. Brunetti immediately put his bilingual talents to work by providing high-level interpreting, translation and language instruction to corporate executives of Fortune 1000 companies throughout the Midwest.</p> <p>Forecasting the demands of the market, in 1983, Mr. Brunetti established the International Language Center, greatly expanding the company's service offerings and languages.</p> <p>Today, ILC has grown to be the largest and most-respected full-service language company in the St. Louis metropolitan area. ILC is known as the company to provide insights and technical solutions in foreign language communication and can always be counted on to deliver the rarest of languages.</p> <p><b>ILC's LONG-TERM STABILITY</b>  ILC is the largest full-service language provider and premier language school in the St. Louis metropolitan area. When the company opened in 1983, we were the only Language Service Provider (LSP) in the Midwest, as such, ILC has spent much of its history setting standards to which other LSPs aspire to.</p> <p>ILC continues to increase its customer base and revenues, resulting in annual, sustained and profitable growth. Approximately 30% of ILC's revenue comes from Federal, State and Local government through ongoing, multi-year contracts. The language needs of the government continue to rise rapidly (up 17% annually in the last 3 years), both in terms of budget and number of languages required.</p> <p>ILC, a leading and well-respected LSP for over four decades, is a proven, stable leader with an organizational size that permits us to be dynamic at the same time.</p> <p><b>ILC's MISSION</b>  Our mission is to OUTPERFORM EXPECTATIONS by utilizing our firm's collective knowledge, worldwide resources, and professional expertise to the maximum benefit of our clients, with steadfast focus on quality, service, timeliness, and value.</p> <p><b>ILC's VALUES</b></p> <ul style="list-style-type: none"> <li>• Client satisfaction: Client satisfaction is the most important and meaningful metric, ILC possesses. We focus on building lasting relationships through exceptional service, responsiveness, and reliability.</li> <li>• Rapid response times: 100% of calls are answered by a live person, and 95% of emails receive responses within two business hours.</li> <li>• Consistency and quality: Every client is assigned a dedicated Director or Project Manager with full decision-making authority, ensuring prompt, consistent service delivery.</li> <li>• Cultural understanding: With multilingual staff and linguists around the world, we bring cultural intelligence and nuance to every assignment.</li> </ul> <p>ILC's business philosophy centers on continuous innovation, client-centric solutions, and global thinking with local accountability. We have built our reputation as a reliable and agile partner who can adapt quickly to evolving client needs, industry trends, and technological advancements. Our longevity and success are the result of deep subject matter expertise, professional leadership, and a proactive approach to foreign language communication. We are proud to serve a diverse client base—including the State of Missouri, Special School District of St. Louis County, Edward Jones, Drury Hotels, Hussmann, Parents as Teachers and numerous clients across the Nation—demonstrating our ability to scale, specialize, and deliver for a wide range of sectors.</p>
12	What are your company's expectations in the event of an award?	<p>ILC expects to deliver consistent, high-quality service on every engagement, assigning a dedicated Project Manager to guide each project from start to finish. This approach ensures continuity, clear communication, and exceptional customer care—backed by our experienced team of language professionals, both locally and around the world.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>The company has a strong financial foundation, supported by decades of successful contracts with federal, state, and local agencies, as well as Fortune 1000 clients. ILC has never had a complaint filed with the Better Business Bureau, maintaining an A+ rating since inception.</p> <p>In response to the request for meaningful data demonstrating our financial strength and stability, we respectfully submit the following summary. While we have elected not to provide full financial statements due to the sensitive nature of such materials, we have attached the following verified indicators of our long-term fiscal health and operational resilience:</p> <p>Letter of Financial Stability from First Bank  Recommendation Letter from Gucci Translations  Recommendation Letter from Patrick Dupuis  Recommendation Letter from Padanas Traducciones  Recommendation Letter from France Harvey</p> <p>Summary of Financial Strength Indicators</p> <ul style="list-style-type: none"> <li>Established Business History: Founded in 1983, our company has operated continuously for over 40 years, serving a diverse client base across government, education, legal, healthcare, and corporate sectors.</li> </ul> <p>Credit and Banking References:</p> <ul style="list-style-type: none"> <li>A letter from our financial institution is included, attesting to our long-standing banking relationship and financial standing.</li> </ul> <p>Business Insurance Coverage:</p> <ul style="list-style-type: none"> <li>Commercial General Liability Insurance</li> <li>Automobile Liability Insurance</li> <li>Umbrella Liability Insurance</li> </ul> <p>Growth and Stability Metrics:</p> <ul style="list-style-type: none"> <li>Consistent year-over-year revenue growth (approx. [X]% CAGR over the past [Y] years)</li> <li>Active state contracts for over 20 years.</li> <li>Over 500 professional linguists supporting global operations</li> <li>30% of revenue derived from government contracts, reflecting reliable payment streams</li> </ul> <p>Client &amp; Vendor Relationships:</p> <ul style="list-style-type: none"> <li>Multiple long-term client partnerships spanning 10+ years</li> <li>Reference letters from vendors demonstrating timely payments and service consistency are attached.</li> </ul> <p>Compliance:</p> <ul style="list-style-type: none"> <li>A+ rating with the Better Business Bureau</li> <li>Fully compliant with government contracting requirements</li> <li>Emergency Management Plan in place to ensure continuity of operations</li> <li>Strict data security and confidentiality protocols to safeguard sensitive information.</li> </ul>
14	<p>Tell us your US market share for your proposed solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>ILC has provided language services to more than 100 U.S. education and government entities over the past several decades. In just the past three years, we have maintained a near 100% client retention rate among our public sector partners. These include multiple departments within the State of Missouri—such as the Department of Health and Senior Services and the Department of Elementary and Secondary Education (DESE)—as well as multiple school districts, including the Special School District of St. Louis County, the largest specialized education provider in Missouri.</p> <p>ILC also regularly supports various federal agencies, including the Social Security Administration, and provides language services to courts, including at the state and local levels. We have delivered services in Missouri, Illinois, and Kansas, and continue to serve education, judicial, and government clients across multiple states through both in person and virtual delivery models.</p>
15	<p>Tell us your Canadian market share for your proposed solutions.</p> <p>OR, provide the number of Canadian Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>At this time, we have not provided services to Canadian government or education entities. However, we have provided services for numerous clients marketing products and technical services throughout Canada. We remain open and well-positioned to expand our services to the Canadian government and education entities market.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>There are no current or completed bankruptcy proceedings over the past seven years, nor any time prior to that.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>ILC is best described as a service provider. All sales and services are delivered by ILC's internal team of employees and its global network of over 500+ professional linguists and contractors. Project Managers and language professionals are either ILC staff or contracted specialists, with all projects coordinated directly by ILC's in-house management team.</p>

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>ILC maintains rigorous internal standards and is committed to operating in compliance with all relevant industry, data security, and professional guidelines for language services.</p> <p><b>Organizational Memberships and Compliance</b>  ILC is a member of both the Midwest Chapter of the American Translators Association (MICATA) and the American Translators Association (ATA), the leading U.S. professional organization for translators and interpreters. These memberships reflect our commitment to high standards of professional ethics, continuing education, and adherence to best practices. While formal licensure is not universally required for translation and interpretation, our team meets or exceeds qualifications aligned with industry expectations and client-specific requirements.</p> <p><b>Translator and Interpreter Credentials</b>  All linguists working on ILC projects—whether based in the U.S. or internationally—must meet strict credentialing and performance standards. This includes certification through the ATA or a recognized foreign equivalent where applicable. Additional qualifications by service type include:</p> <p><b>For Translators:</b></p> <ul style="list-style-type: none"> <li>• Native-level fluency in the target language</li> <li>• Minimum of 3 years of professional experience</li> <li>• Demonstrated subject-matter expertise (e.g., legal, medical, education, technical)</li> <li>• Preferred certifications: ATA Certification, ISO 17100 compliance, or nationally recognized credentials</li> <li>• Signed confidentiality and ethics agreements</li> </ul> <p><b>For Interpreters:</b></p> <ul style="list-style-type: none"> <li>• Native or near-native fluency in both source and target languages</li> <li>• Minimum of 3 years of professional interpreting experience</li> <li>• Required certifications, depending on setting: Medical interpreting: CCHI or NBCMI certification</li> <li>• Legal interpreting: State or federal court interpreter certification</li> <li>• Ongoing skills assessments and training (annually)</li> <li>• Full compliance with HIPAA and FERPA for relevant projects</li> </ul> <p>All linguists are vetted through a structured onboarding process, and performance is regularly monitored to ensure quality, consistency, and compliance across engagements.</p> <p><b>Data Security and Organizational Certifications</b></p> <ul style="list-style-type: none"> <li>• SOC 2 Type II Compliant: ILC's platform and internal systems meet SOC 2 Type II standards for data security, confidentiality, and availability.</li> <li>• ISO 27001 (In Progress): ILC is actively pursuing ISO 27001 certification to strengthen our information security management system (ISMS), with completion anticipated within the next 12 months.</li> </ul> <p>By maintaining both organizational and individual compliance standards, ILC ensures that all services provided under the Sourcewell agreement are secure, accurate, and professionally delivered.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no current or past debarments or suspensions at any time.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>While ILC has not sought formal industry awards in recent years, our company has consistently been recognized by clients and partners for our professionalism, responsiveness, and high-quality service. Our reputation has earned us long-standing relationships with government agencies, school districts, and federal partners across the United States.</p> <p>Key indicators of our recognition and standing in the industry include:</p> <ul style="list-style-type: none"> <li>• A+ rating with the Better Business Bureau (BBB), maintained for over a decade</li> <li>• Preferred vendor status with multiple state agencies and educational institutions, including the Missouri Department of Health and Senior Services and the Department of Elementary and Secondary Education (DESE)</li> <li>• Consistently renewed contracts and near-100% client retention in the public sector over the past three years</li> <li>• Invitation-only participation in competitive government RFPs, reflecting trust in our capabilities and performance history</li> </ul> <p>Though we prioritize service delivery over award marketing, our sustained growth, repeat partnerships, and client testimonials speak to the quality and consistency of our work.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Roughly 30% of ILC's sales over the past three years are to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Roughly 30% of ILC's sales over the past three years are to the educational sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>ILC currently holds state, cooperative purchasing agreements with:</p> <ul style="list-style-type: none"> <li>• State of Missouri for Statewide Language Interpretation Translation Services Contract Number CS241790002 with annual sales of \$71,201.18 for 2022, \$92,683.34 for 2023, and \$96,650.11 for 2024.</li> <li>• State of Missouri for Sign Language Interpretation Services Contract Number CS250040005 with annual sales of \$5,418.00 for 2022, \$5,658.00 for 2023 and \$7,441.00 for 2024.</li> </ul>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ILC does not currently hold any GSA contracts or SOSA contracts.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Department of Health and Senior Services Office of Dental Health	Kally Kline	573-751-6182	*
Lutheran Church Missouri-Synod	Mark Wolfram	314-996-1352	*
Pattonville School District	Odetta Smith	314-213-8009 ext 1010	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. **Your response should address in detail at least the following areas:** locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	ILC's sales operations are designed to meet the needs of Sourcewell participating entities across the United States and, when applicable, in Canada. Our 7 full-time equivalent sales and service professionals, all direct employees of the International Language Center, manage both client acquisition and ongoing service delivery. This integrated model means the individuals who engage with prospective clients are the same professionals who oversee the execution of services. As a result, they have a deep understanding of client needs from the very start, allowing for accurate proposals, realistic timelines, and smooth transitions from planning to completion. By combining sales and service responsibilities, our team provides consistent communication, personalized support, and full accountability throughout the project lifecycle.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ILC operates through a direct-service delivery model and does not utilize dealers, distributors, resellers, or other third-party sellers. All services are coordinated and delivered by our 7 full-time equivalent sales/service professionals to ensure consistency, quality, and complete accountability. Locations & Service Network: <ul style="list-style-type: none"> <li>• Headquarters: St. Louis, Missouri (central operations and project management)</li> <li>• Satellite Office: Madrid, Spain</li> <li>• Global Linguist Network: Language Ambassadors™ in 19 countries</li> <li>• ILC regularly provides services in Missouri, Kansas, and Illinois, while serving clients nationwide via both onsite and remote interpreting, translation, and language instruction.</li> </ul> Staffing & Structure: <ul style="list-style-type: none"> <li>• Internal Team: 7 full-time equivalent sales/service professionals (direct employees) based primarily at our headquarters.</li> <li>• Linguists: Over 500 professional linguists worldwide — a mix of independent contractors and direct employees depending on project scope and location.</li> <li>• The same staff who secure client contracts also manage each project through completion, ensuring seamless coordination between sales commitments and service delivery.</li> </ul> Canada Coverage: While our current client base is primarily U.S.-focused, we are fully capable of extending services to Canadian entities, particularly through secure remote interpreting and translation services, ensuring seamless communication and service fulfillment across borders.	*
28	Service force.	ILC's service force consists of the same 7 full-time equivalent sales/service professionals who are direct employees of the International Language Center. This integrated structure ensures clients work with one primary contact from initial inquiry through project completion. In their service role, these professionals oversee all aspects of daily operations, coordinating with our network of over 500 professional linguists worldwide. Linguists may be independent contractors or direct employees, depending on project scope and location. Responsibilities include assigning qualified linguists, monitoring timelines, maintaining quality control, and ensuring services are delivered according to client expectations. This model allows for high responsiveness, continuity, and personalized attention for clients across the U.S. and, when applicable, in Canada.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders with ILC are handled directly by our internal team—no distributors, dealers, or third parties are involved. Clients submit requests through email, phone, or our secure client portal. A dedicated Project Manager—who is a direct employee of ILC—serves as the main point of contact, managing the entire process from initial consultation and quote through service delivery and project completion. This streamlined approach ensures: <ul style="list-style-type: none"> <li>• Clear communication</li> <li>• Fast response times</li> <li>• Consistent service quality</li> <li>• Full accountability</li> </ul> By keeping all orders and services in-house, ILC ensures every client receives personalized attention and efficient coordination throughout the process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ILC is committed to providing highly responsive, personalized customer service. Each participating entity is assigned a dedicated Project Manager who serves as the single point of contact throughout the project lifecycle.</p> <p>Customer Service Process:</p> <ul style="list-style-type: none"> <li>• Requests can be submitted via email, phone, fax, or our secure client portal.</li> <li>• All inquiries receive a response within 1 business day—typically within 2 business hours.</li> <li>• Project Managers manage intake, assignment of linguists, client updates, issue resolution, and post-delivery follow-up.</li> </ul> <p>Response Time Commitment:</p> <ul style="list-style-type: none"> <li>• 100% of incoming calls are answered by a live operator - never a voicemail or automated system</li> <li>• 95% of client emails are responded to within 2 business hours</li> <li>• On-demand interpreter access (phone or video): Answered within 1 minute or less, with the majority of calls connected in under 30 seconds.</li> <li>• Standard project inquiries: Response within 2–3 business hours</li> <li>• General inquiries: Response within 1 business day</li> </ul> <p>Incentives &amp; Quality Assurance:</p> <p>ILC's linguists are engaged based on project scope, and the majority of linguists have maintained long-standing partnerships with us—many for decades. This continuity supports consistent service quality and reflects our commitment to working with experienced, trusted professionals who align with our standards.</p> <p>Additionally, we conduct regular quality audits, post-project reviews, and client satisfaction surveys to ensure service standards remain high.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>ILC is fully capable and committed to providing our full range of language services to Sourcewell's participating entities throughout the United States. With more than four decades of experience serving government agencies, educational institutions, healthcare organizations, and Fortune 1000 companies nationwide, ILC has developed a proven infrastructure to deliver high-quality language solutions wherever they are needed.</p> <p>ILC's services include translation, interpreting (in-person, telephonic, and video remote), localization, transcription, multilingual desktop publishing, subtitling, and language instruction. We also specialize in rare and high-demand languages, ensuring broad coverage for diverse communities across the U.S.</p> <p>We are highly responsive and flexible in meeting the diverse needs of each participating entity. Our project management team works closely with clients to provide tailored solutions, ensuring services are delivered efficiently, on time, and within budget.</p> <p>Additionally, we maintain a large, vetted network of qualified linguists located across the country, allowing us to offer both local and remote services. Our team adheres to strict confidentiality standards and industry best practices, ensuring security and accuracy in every engagement.</p> <p>ILC welcomes the opportunity to support Sourcewell's participating entities and are ready to begin providing services upon request.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are also well-positioned and prepared to provide our services to participating entities across Canada. Our linguist network includes professionals with fluency in Canadian French, Indigenous languages, and other languages commonly spoken in Canada. We understand the specific linguistic and cultural requirements unique to Canadian markets, including official language compliance and regional variations.</p> <p>ILC consistently supports U.S.-based clients whose content, communications, and products are specifically intended for Canadian audiences. This includes translation and localization services tailored to Canadian French, as well as the appropriate adaptation of terminology, tone, and formatting for regional relevance and regulatory compliance.</p> <p>Our remote services—including translation, telephonic interpreting, video remote interpreting, and localization—are available seamlessly across Canada, ensuring timely access to language support regardless of location. In addition, we are experienced in navigating cross-border projects, offering smooth coordination and consistent service quality for Canadian clients.</p> <p>We remain fully committed to serving Canada-based participating entities with the same level of responsiveness, professionalism, and quality as we provide throughout the U.S.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ILC is poised and prepared to serve any geographic areas of the United States or Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>There are no Participating Entity account types that will be excluded from full access to our Solutions if awarded an agreement.</p> <p>ILC provides tailor-made solutions designed to meet the specific needs of each client, recognizing that our participating entities vary widely in their goals, size, industry, and audience. While the majority of our services are turnkey and ready to implement immediately, we understand that some clients may have unique or specialized needs. Our team is equipped to adapt and customize our offerings accordingly, ensuring that every solution is relevant, accessible, and impactful, whether for a small municipality, a large agency, a school district, or a healthcare system.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>ILC is capable of delivering services to Hawaii, Alaska, and U.S. Territories.</p> <p>Remote language services - including translation, telephonic interpreting, and video remote interpreting—can be provided without restriction.</p> <p>Onsite services are available with advance scheduling and may require travel coordination. We work with clients in these regions to find cost-effective solutions and ensure service availability, even for rare language needs.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. ILC is happy to extend the terms of any awarded master agreement to nonprofit entities. We already work with multiple nonprofit organizations across the U.S., providing language services that support their missions in education, healthcare, legal aid, and community outreach.</p> <p>By extending contract terms to nonprofits, we can help these organizations access our services under the same competitive pricing, quality standards, and contract efficiencies available to other Sourcewell participating entities. This approach ensures that nonprofit agencies benefit from streamlined procurement and the same high level of service and responsiveness we provide to all clients.</p>	*



**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ILC will actively promote the Sourcwell-awarded agreement through both digital and direct marketing channels.</p> <p>Our strategy includes:</p> <ul style="list-style-type: none"> <li>• Website Integration: Dedicated landing pages on our corporate website that clearly outline the benefits of purchasing through the agreement.</li> <li>• Email Campaigns: Targeted campaigns will be sent to existing and prospective clients—especially in government, healthcare, and education—highlighting the ease of procurement, pre-vetted vendor status, and benefits of using the Sourcwell contract. Many of these campaigns will be informed by the published listings of current United States and Canadian Participating Entities available on the Sourcwell website to ensure outreach is both relevant and comprehensive.</li> <li>• Social Media Promotion: Posts and content across LinkedIn, Facebook, and X (formerly Twitter) showcasing how to utilize the Sourcwell contract</li> <li>• Industry Events: ILC regularly participates in trade shows, networking and industry-specific events. We will include the Sourcwell-provided trademark and incorporate contract messaging into our networking and presentations at these events.</li> <li>• Sales Team Training: ILC's Project Managers, who also serve in client-facing sales roles, will be trained to introduce and recommend the Sourcwell agreement to qualifying prospects. We will also equip them with branded one-pagers, pricing sheets, and talking points to aid in direct promotion.</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ILC actively leverages technology and digital data to enhance our marketing effectiveness and to better connect with clients seeking language services. Our approach integrates multiple tools and platforms to ensure our outreach is targeted, relevant, and impactful.</p> <p>ILC uses social media platforms such as LinkedIn, Facebook, and X (formerly Twitter) to engage with diverse audiences, share industry updates, and promote our specialized services, including translation, interpretation, and language instruction. These platforms allow us to showcase success stories, highlight rare language expertise, and provide educational content that resonates with our target markets.</p> <p>We also utilize metadata and search engine optimization (SEO) strategies within our digital content, including website pages, blog posts, and online advertisements. By optimizing keywords, tags, and structured data, we improve our online visibility and attract clients actively seeking language solutions.</p> <p>In addition, we analyze digital engagement data—such as website traffic, social media insights, and email campaign metrics—to better understand client interests and refine our messaging. These insights help us customize our marketing strategies to meet specific client needs, whether in government, healthcare, education, or corporate sectors.</p> <p>Our digital tools allow us to segment audiences by industry, language needs, and geographic location, enabling highly targeted outreach efforts. We are committed to using technology responsibly, adhering to privacy standards and best practices when handling digital data.</p> <p>Overall, our strategic use of digital platforms and metadata ensures we remain accessible, relevant, and responsive to the evolving needs of our clients across industries.</p> <p>In addition, we operate a secure, cloud-based online interpreting platform that enables clients to access on-demand and scheduled interpretation services—via video or phone—with minimal setup. This platform includes multilingual interface options, reporting features, and real-time usage data, which help us track service trends and proactively adjust our marketing and outreach strategies. It also provides valuable insight into high-demand languages, sectors, and geographic regions, allowing us to align marketing content with demonstrated client needs.</p>
39	<p>In your view, what is Sourcwell's role in promoting agreements arising out of this RFP?</p> <p>How will you integrate a Sourcwell-awarded agreement into your sales process?</p>	<p>Sourcwell's role in promoting awarded agreements appears to focus on increasing visibility and facilitating procurement access for participating public sector entities. By offering a trusted cooperative purchasing platform, Sourcwell helps agencies streamline the procurement process while ensuring compliance and competitive value.</p> <p>ILC will integrate the Sourcwell-awarded agreement into our sales process by:</p> <ul style="list-style-type: none"> <li>• Educating internal staff and linguists on the benefits and procedures of Sourcwell's cooperative purchasing model</li> <li>• Including Sourcwell contract references in all quotes and proposals for eligible entities</li> <li>• Training Project Managers to proactively identify when a client qualifies for Sourcwell use</li> <li>• Highlighting the Sourcwell agreement in marketing materials, onboarding resources, and client consultations</li> </ul> <p>This integration ensures that participating entities experience a simplified, compliant procurement process while receiving the same personalized, high-quality language services ILC is known for.</p>
40	<p>Are your Solutions available through an e-Procurement or e-Commerce ordering process?</p> <p>If so, describe your system(s) and provide one (1) example of how governmental and educational entities have successfully utilized them.</p>	<p>Yes. ILC provides a secure, user-friendly client portal that enables governmental and educational entities to submit both pre-scheduled and on-demand interpreting requests, monitor progress, and access service records. While use of the portal is optional—clients may continue to submit requests via phone or email—many choose it for its efficiency and convenience.</p> <p>System Capabilities Include:</p> <ul style="list-style-type: none"> <li>• Online submission of service requests</li> <li>• Real-time status tracking and communication history</li> <li>• Access to key performance indicators (KPI) and usage reports</li> <li>• Interpreter feedback and performance ratings</li> </ul> <p>Example:</p> <p>A large public hospital system uses our secure portal to manage all interpreting services across multiple departments. By centralizing requests and communications in one platform, the hospital streamlines workflows, enhances transparency, and ensures alignment with internal procurement and compliance protocols.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.  Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ILC offers training to Sourcewell participating entities as part of onboarding or upon request. Training Programs: <ul style="list-style-type: none"> <li>• Overview sessions: For using our client portal and understanding service options</li> <li>• Training materials including "How-To's" for reaching an interpreter and scheduling appointments.</li> <li>• Interpreter/translation coordination: Best practices for working with linguists</li> <li>• Compliance training: HIPAA, FERPA, and confidentiality-related procedures</li> </ul> Format: <ul style="list-style-type: none"> <li>• Virtual (standard) or in-person (optional, based on location)</li> <li>• Delivered by internal Project Managers or language training specialists</li> <li>• Training is provided at no cost for standard sessions; customized workshops may incur a nominal fee based on scope</li> </ul>
42	Describe any technological advances that your proposed Solutions offer.	ILC's proposed Solutions incorporate advanced technologies that enhance security, efficiency, and scalability in delivering high-quality language services. Key innovations include: <ul style="list-style-type: none"> <li>• Secure e-Portal: Our interpreter platform features AES-256 encryption and is built on a security framework aligned with ISO 27001 standards. It is also SOC 2 Type II certified, ensuring the highest levels of data protection and compliance—particularly critical for clients in healthcare, legal, and government sectors.</li> <li>• Smart Interpreter Routing: Our intelligent scheduling engine uses advanced algorithms to match interpreting requests with the most qualified linguist based on language, credentials, location, and real-time availability. This minimizes wait times and improves assignment accuracy.</li> <li>• Redundant Capacity &amp; Surge Readiness: Our cloud-based infrastructure is designed to maintain on-demand connectivity at double the anticipated traffic volume. Real-time traffic monitoring and dynamic scaling ensure uninterrupted service, even during peak usage or emergency situations. Our backup protocols and automatic load balancing provide seamless continuity with no manual intervention required. These technological capabilities result in faster response times, greater interpreter availability, and a more streamlined experience for clients—delivering consistent, reliable language access at scale.</li> </ul>
43	Describe any "green" initiatives that relate to your company (e.g., recycling, LED lighting, LEED) or to your Solutions, and include a list of the certifying agency for each.	ILC incorporates environmentally conscious practices throughout our operations: <ul style="list-style-type: none"> <li>• Paperless office model: All translation and administrative functions are handled digitally unless requested by Client(s).</li> <li>• Remote workforce: Some of our staff work either fully or partially remotely. This reduces transportation-related emissions.</li> <li>• Energy-efficient equipment: Low-energy servers and lighting in our office spaces.</li> <li>• Eco-conscious procurement: We prioritize sustainable vendors when sourcing office and tech supplies.</li> <li>• Recycling program: ILC maintains a comprehensive in-office recycling program for paper, plastics, and electronics, helping to minimize landfill contributions and promote responsible waste disposal.</li> </ul>
44	Identify any third-party issued eco-labels, ratings or certifications that your company and/or equipment holds (e.g., ENERGY STAR) for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While ILC does not manufacture physical goods or equipment requiring ENERGY STAR, cradle-to-cradle, or similar product-specific certifications, we actively integrate sustainability into our daily operations. Internal initiatives: Our paperless workflows, in-office recycling programs, and use of energy-efficient office equipment help reduce environmental impact. Additionally, our partially remote workforce model minimizes transportation-related emissions. Although we do not hold traditional third-party eco-labels, our service-based approach reflects a continued commitment to responsible environmental practices.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?  What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ILC offers Sourcewell participating entities a rare combination of experience, responsiveness, and highly specialized language services: <ul style="list-style-type: none"> <li>• Established in 1983: One of the longest-standing language service providers in the Midwest, with a proven track record serving public sector clients.</li> <li>• Language Pioneer: ILC was the first and remains the largest privately owned full-service Language Service Provider (LSP) in the St. Louis metropolitan area. ILC is the "go-to" company for rare languages, for new products &amp; services, and are subject matter experts in our marketplace.</li> <li>• Rare Language Expertise: Among the few firms with consistent capacity in Indigenous, African, and less-common languages.</li> <li>• Emergency-Ready: 24/7 telephonic and video interpreting available, ensuring uninterrupted service even during critical incidents.</li> <li>• Certified Translations: legal, medical, and academic documents delivered with full certification and accuracy assurance.</li> <li>• Compliance-Driven: Adherence to HIPAA, FERPA, and rigorous data protection protocols aligned with government and education standards.</li> <li>• Dedicated Project Management: Each client is assigned a project manager who oversees the entire process, ensuring personalized service, consistent communication, and full quality control.</li> <li>• Fully Customizable: Services are tailored to each client's needs, not limited by rigid templates or standard packages.</li> <li>• Human-Only Translation: All translations are performed by professional human linguists, ensuring cultural accuracy, nuanced understanding, and compliance with confidentiality standards - never relying solely on machine translation.</li> <li>• Culturally Competent Full-Time Staff: ILC's full-time staff are qualified to interpret and translate in 11 languages; although they do not provide these services directly, their expertise enhances project management and ensures culturally sensitive, accurate oversight of all language services.</li> </ul> These attributes make ILC a uniquely reliable and flexible partner for Sourcewell members seeking language solutions they can trust—whether for day-to-day needs or emergency response.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	ILC currently does not have any of these certifications.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	ILC's payment terms are not subject to third party payments. Invoices are due NET 30 days from invoice date. Unpaid invoices incur a \$25 late fee and carry a 1.5% monthly interest charge. ILC accepts payment via ACH, check or credit card. A surcharge of 3% on the transaction amount on Visa, Mastercard, Discover, and American Express credit card products occurs which is not greater than our cost of acceptance.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	ILC does not offer any products that are able to be leased or financed.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	ILC utilizes a set of optional standard transaction documents designed to ensure clear communication and mutual understanding with Participating Entities on every project. These include: <ul style="list-style-type: none"> <li>• Interpreter Confirmation Forms: Documenting the scope, date, time, and specifics of interpreting assignments to confirm details and responsibilities.</li> <li>• Translation Statement of Work (SOW) Forms: Outlining project objectives, deliverables, deadlines, and pricing to provide clarity and agreement on expectations.</li> <li>• Language Instruction Forms: Clarifying course content, scheduling, and terms for language training engagements.</li> </ul> These forms complement our master agreements and terms and conditions, providing Participating Entities with transparency and a structured framework for service delivery.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	ILC is happy to accept P-card procurement and payment options. A surcharge of 3% on the transaction amount on Visa, Mastercard, Discover, and American Express credit card products which is not greater than our cost of acceptance.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ILC uses a line-item pricing model, listing each service or product with its standard list price alongside the discounted Master Agreement / Not-to-Exceed price offered to Sourcwell. Detailed pricing information is included in the attached pricing materials for easy review. This approach provides transparency and straightforward comparison, allowing Sourcwell members to select services that best fit their needs.	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing proposal reflects an approximate 25% discount off the standard list price. This discount is applied consistently across all line items from the List Price to the Master Agreement / Not-to-Exceed price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the standard line-item discount, we offer custom volume discounts for large or multi-service projects. These discounts are negotiated based on the total scope and commitment level, providing further cost savings for high-volume clients.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  Define the costs/fees associated with "sourcing/quoting" products and related services.	We provide "sourced" or "open market" items on a per-project basis, with custom quotes issued based on the specific scope, language, and timeline of each request. There are no additional fees associated with the quoting process itself—quotes are provided at no cost to the requesting entity.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs associated with acquisition beyond the pricing submitted in our response. ILC does not impose any separate charges for setup, training, inspection, or other ancillary services. All services are delivered directly by ILC, and no third-party fees apply.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	ILC does not ship products. At a client's request, ILC is happy to mail physical documents weighing 2 ounces or less that we have translated via regular USPS first class mail for no additional cost. Should an amount of documents larger than 2 ounces be requested for shipping or tracking be requested, ILC charges actual price plus 10% of the shipping charge.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ILC does not ship products. At a client's request, ILC is happy to mail physical documents weighing 2 ounces or less that we have translated via regular USPS first class mail for no additional cost. Should an amount of documents larger than 2 ounces be requested for shipping or tracking be requested, ILC charges actual price plus 10% of the shipping charge.	*
66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	ILC offers a highly flexible and scalable delivery model for translation, interpreting, and language instruction services tailored to the needs of Sourcewell members. Our solutions are designed for rapid deployment, consistent quality, and maximum accessibility: <ul style="list-style-type: none"> <li>• Virtual and on-site deployment: Services are available in person or remotely—including Video Remote Interpreting (VRI), Over-the-Phone Interpreting (OPI), and virtual language instruction—offering clients the flexibility to choose the best delivery method for their environment.</li> <li>• 24/7 on-demand language support in over 300 languages: ILC provides immediate access to interpreters for both spoken and signed languages, including rare and low-incidence languages, with emergency and after-hours coverage.</li> <li>• Secure digital file exchange: Translation services are deployed via secure digital infrastructure, with encrypted transmission options, and formatting to meet ADA, HIPAA, and client-specific compliance standards.</li> <li>• Multilingual Desktop Publishing (DTP): ILC delivers translations that are fully formatted and ready for print or web, across a wide range of file types and languages, including right-to-left and non-Roman scripts.</li> <li>• Dedicated project management: Every Sourcewell client is assigned an experienced Project Manager or Director to oversee projects from initiation to delivery, ensuring consistency, accountability, and proactive communication.</li> </ul> This hybrid and client-centric approach allows ILC to deliver services to a national client base without compromising on responsiveness or quality.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	ILC conducts formal quarterly internal audits to verify all transactions under existing client agreements and will apply this same rigorous process to any agreement with Sourcewell Participating Entities. These audits ensure: <ul style="list-style-type: none"> <li>• Accurate billing and compliance with contract terms</li> <li>• Timely resolution of any discrepancies</li> <li>• Ongoing alignment with client expectations and Sourcewell requirements</li> </ul> Any discrepancies found will be corrected immediately, and our internal systems will be adjusted as necessary to ensure full compliance. Additionally, ILC welcomes audits or data requests from Sourcewell or Participating Entities at any time.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	ILC will monitor the following key performance indicators (KPIs) to measure our success under the Sourcewell agreement: <ul style="list-style-type: none"> <li>• Volume of Sourcewell contracts awarded and total number of participating entities served</li> <li>• Client retention rate among Sourcewell members</li> <li>• Average response time to requests from Sourcewell clients (target: ≤ 2 business hours)</li> <li>• On-time delivery rate for translation and interpreting assignments (target: ≥ 98%)</li> <li>• Customer satisfaction rating collected via post-service surveys (target: ≥ 95% positive)</li> <li>• Repeat project percentage (target: ≥ 90%)</li> <li>• Languages requested will be tracked to identify usage trends, and to anticipate demand.</li> </ul> These metrics will be reviewed monthly by our management team and used to inform quarterly performance evaluations and improvement plans. ILC is happy to collect any other KPIs as requested by Participating Entities.	*

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ILC proposes a 1% Administration Fee payable to Sourcewell on all completed transactions with Sourcewell Participating Entities utilizing this agreement. The fee will be calculated as 1% of the total transaction value and remitted in accordance with the terms and schedule outlined in the Master Agreement.	*
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**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our pricing reflects competitive, value-driven rates aligned with or better than those typically offered through existing government and state contracts. We combine premium service quality, experienced native-speaking linguists, and customizable solutions to deliver exceptional value to Sourcewell participating entities.	*

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A - 7D)**

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered in the proposal.	<p>ILC delivers a full spectrum of comprehensive, professional language solutions tailored to meet the diverse needs of government, education, healthcare, legal, and corporate clients nationwide. Our offerings include:</p> <ul style="list-style-type: none"> <li>• Translation and Localization: We provide expert human translation services in all languages, ensuring linguistic accuracy and cultural appropriateness. Our capabilities extend beyond text translation to include formatting, certification, notarization, and multilingual desktop publishing (DTP) to accommodate complex layouts and branded materials. We specialize in website, mobile app, software, and document localization to help organizations engage effectively with global audiences while preserving the original intent and user experience.</li> <li>• Interpreting Services: Our interpreting solutions cover on-site, telephonic (OPI), and video remote interpreting (VRI), as well as hybrid models designed for flexibility and immediacy. Available 24/7, we serve clients in more than 300 spoken and signed languages. Our certified interpreters are skilled in consecutive, simultaneous, medical, legal, educational, and community interpreting, ensuring precise and culturally sensitive communication in critical and routine settings alike.</li> <li>• Language Instruction: We offer fully customized language training programs delivered virtually or in person, tailored to the learner's goals, industry requirements, and proficiency levels. Our courses support both individuals and groups and include specialized modules for job-specific skills and test preparation (e.g., ILR levels). Instruction is available in a wide array of world languages, enabling clients to build effective multilingual teams and improve cross-cultural communication.</li> <li>• Voiceover and Subtitling: Our multilingual voiceover, dubbing, and captioning services enhance multimedia content such as e-learning modules, training videos, public service announcements, and marketing campaigns. We collaborate with native-speaking voice artists and professional editors to produce high-quality audio and subtitle tracks that align with client branding and messaging.</li> <li>• Editing and Proofreading: We provide thorough bilingual and monolingual editing and proofreading to ensure translated content meets the highest standards of accuracy, consistency, and format. Our linguists follow client-specific guidelines as well as industry or regulatory standards, enhancing clarity and professionalism in every document.</li> <li>• Certified Translation: We deliver certified and notarized translations for critical documents including legal contracts, medical records, academic transcripts, and immigration papers. Our certified translations are accepted by courts, government agencies, educational institutions, and other official entities, backed by a commitment to accuracy, confidentiality, and timely delivery.</li> </ul> <p>Through these integrated services, ILC stands as a trusted language partner capable of supporting the complex communication needs of Sourcewell participating entities across various sectors and geographies.</p>	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Document Translation</li> <li>• On-site Interpreting</li> <li>• Video Remote Interpreting (VRI)</li> <li>• Over-the-Phone Interpreting (OPI)</li> <li>• Language Instruction and Training</li> <li>• Sign Language Interpreting (ASL and other signed languages)</li> <li>• Voiceover, Dubbing, and Subtitling</li> <li>• Localization (Website, Software, E-learning)</li> <li>• Desktop Publishing (Multilingual DTP)</li> <li>• Certified and Notarized Translations</li> <li>• Editing and Quality Assurance</li> </ul>	*



73	Describe any industries that you specialize in.	<p>ILC specializes in language solutions for high-regulation and high-stakes sectors, offering expertise and compliance tailored to each industry's unique needs:</p> <ul style="list-style-type: none"> <li>• Government (local, state, federal agencies): Supporting public agencies with multilingual communication services that adhere to regulatory requirements and ensure clear, accessible information for diverse populations.</li> <li>• Healthcare and Public Health: Providing HIPAA-compliant medical interpretation and translation to facilitate accurate patient communication and documentation, crucial for quality care and legal compliance.</li> <li>• Education: Delivering interpreting for K-12 and higher education settings, including IEP meetings and curriculum localization, to support equitable access to learning for non-English-speaking students and families.</li> <li>• Consumer Products: Translating product labels and instructions to meet regulatory standards and reach multilingual consumers safely and effectively.</li> <li>• Advertising, Marketing, and Public Relations: Providing culturally relevant translation and interpreting services that enable compelling campaigns to resonate with global and local audiences.</li> <li>• Legal and Judicial: Providing certified court interpreters, deposition support, and precise case file translation, ensuring due process and fair representation in legal proceedings.</li> <li>• Emergency Management and Public Safety: Delivering 24/7 on-call interpreting and multilingual alert communications to support crisis response and public safety efforts.</li> <li>• Corporate and Compliance Training: Providing specialized translation and interpreting services to support employee communication and regulatory compliance across multilingual workforces.</li> <li>• Marketing and Media: Supporting global marketing campaigns with multilingual voiceovers, transcreation, and culturally adapted content to maximize engagement.</li> <li>• Technical Documentation and Product Information: Translating user manuals, data sheets, specifications, and safety documentation with technical accuracy and clarity.</li> <li>• Life Sciences: Offering specialized translation and interpreting services for pharmaceuticals, biotechnology, and clinical research, adhering to industry regulations.</li> <li>• Travel and Hospitality: Facilitating multilingual communication to enhance customer experience and service quality in tourism and hospitality settings.</li> <li>• Human Resources: Assisting in multilingual recruitment, training, and employee relations to foster inclusive workplace environments.</li> </ul> <p>Our linguists possess industry-specific expertise to ensure terminology accuracy, cultural relevance, and compliance with sector standards, providing Sourcewell entities with reliable and precise language solutions.</p>	*
74	<p>Describe how your company helps clients maintain compliance with ADA standards related to effective communication and accessibility, including qualified sign language interpreting, captioning/CART services, and accessible digital content.</p> <p>Provide one (1) example of how you assist clients in meeting ADA obligations. Include any accommodations or accessibility considerations for language testing or training environments.</p>	<p>ILC is fully committed to supporting ADA compliance through language access. We offer:</p> <ul style="list-style-type: none"> <li>• Qualified ASL interpreters who meet ADA and RID standards.</li> <li>• Captioning services for pre-recorded events.</li> <li>• Accessible translation deliverables including large-print, screen-reader compatible, and alternate file formats (e.g., tagged PDFs).</li> <li>• ADA-aware instructional design in language training environments, with accommodations for visual, auditory, cognitive, and mobility impairments.</li> <li>• Real-time interpreting and assistive tech integration in training/testing platforms (Zoom, MS Teams, Canvas, etc.).</li> </ul> <p>Example: ILC supported a municipal court system by providing qualified ASL interpreters for Deaf individuals participating in legal proceedings, including arraignments and probation meetings. Our interpreters ensured effective communication between court staff and participants, supporting the court's obligation to provide accessible services under the ADA.</p>	*
75	Describe the measures your company has in place to ensure redundancy and security on all designated communication platforms used to deliver language services.	<p>ILC leverages a secure, cloud-based SaaS platform, hosted in Amazon Web Services (AWS) data centers in the United States and Europe, to deliver language services. The platform is designed with enterprise-grade redundancy and security protocols to ensure high availability, service continuity, and protection of all communication channels.</p> <p>Redundancy Measures:</p> <ul style="list-style-type: none"> <li>• High Availability Architecture: ILC's platform uses a microservices architecture, load balancers, and active/active failover to ensure 99.5% uptime. Servers are automatically replaced if they fail, and mirrored databases support fault tolerance.</li> <li>• Disaster Recovery &amp; Backups: Daily backups are maintained, tested quarterly, and stored securely in AWS. A documented disaster recovery plan ensures rapid recovery in case of an outage.</li> <li>• Monitoring &amp; Failover Activation: Advanced monitoring systems detect failures in real time and trigger failover protocols without service disruption.</li> </ul> <p>Security Measures:</p> <ul style="list-style-type: none"> <li>• Encryption: All data at rest is encrypted using AES-256, and all data in transit is protected via TLS 1.2/1.3.</li> <li>• Authentication &amp; Access Control: The platform supports multi-factor authentication (MFA), SAML 2.0 single sign-on (SSO), and strict role-based access controls (RBAC).</li> <li>• Auditing &amp; Compliance: Security logs are tracked in AWS and can be integrated with customer SIEMs. ILC's platform is SOC 2 Type II certified and compliant with HIPAA, GDPR, and CCPA.</li> <li>• Network Segmentation: Firewalls, VLANs, and ACLs are implemented to segment networks and secure internal traffic.</li> </ul> <p>Business Continuity Planning: In addition to our technology safeguards, ILC maintains a comprehensive Business Continuity Plan to ensure uninterrupted operations across all departments and services. This includes emergency escalation protocols, remote-work readiness, backup vendor coordination, and redundant personnel coverage. Our plan is reviewed annually and activated during weather events, technical outages, and other unforeseen disruptions. Together these measures ensure the secure and uninterrupted delivery of services.</p>	*



76	Describe your company's capabilities for integration with client-facing systems (e.g., virtual meeting platforms, administrative systems, and emergency communication technologies).	<p>ILC has extensive experience integrating with a variety of client systems to ensure seamless communication, scheduling, and content delivery. These include:</p> <ul style="list-style-type: none"><li>• Virtual meeting platforms: Zoom, Microsoft Teams, Google Meet, Cisco WebEx, Adobe Connect, and proprietary VRI platforms for on-demand or scheduled interpreting.</li><li>• Administrative and scheduling tools: Google Workspace, Outlook, Acuity, Calendly, and secure client portals for automated interpreter requests, scheduling confirmations, and status updates.</li><li>• LMS and e-learning tools: Canvas, Blackboard, Moodle, and other SCORM-compliant platforms for delivering training content and language instruction.</li><li>• Workflow alignment: For high-volume clients, we adapt to existing processes and systems, enabling secure file transfers, progress tracking, and invoicing through client-preferred platforms.</li><li>• Desktop publishing tools: ILC's team is proficient in industry-standard tools such as Adobe InDesign, Illustrator, Acrobat Pro, and Articulate Storyline to support multilingual layout design and formatting. We ensure visually accurate, print-ready materials in multiple languages, including right-to-left and character-based scripts.</li></ul> <p>By working within our clients' established systems, ILC provides streamlined, real-time support without disrupting established operations.</p>
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**Table 7B: Depth and Breadth of Offered Solutions - INTERPRETATION**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - INTERPRETATION

Line Item	Category or Type	Comments *
77	Describe how many languages you support for interpretation.  Provide a list of the languages you support and attach it to your proposal. Label the document "7B - Interpretation".	ILC provides interpretation services in an extensive range of languages to meet the needs of diverse clients across multiple industries and settings. <ul style="list-style-type: none"> <li>• Over-the-Phone Interpretation (OPI) and Video Remote Interpretation (VRI): Available in 300+ languages, enabling rapid, on-demand connections with qualified interpreters for urgent or scheduled needs.</li> <li>• In-Person Interpretation: Available in 45+ languages, supported by our vetted network of professional interpreters located throughout the United States.</li> </ul> Our coverage includes widely spoken world languages, regional dialects, and less commonly requested languages to ensure full accessibility and inclusivity. We can accommodate specialized domains such as healthcare, legal, educational, technical, and government settings. ILC regularly reviews service metrics and client demand to identify emerging needs, expanding both our interpreter network and the number of languages offered as requirements evolve. A complete, up-to-date list of supported languages for interpretation is provided in the attached document "7B – Interpretation."
78	Describe your operational model for ensuring 24/7/365, on-demand, service availability.  Response should include details on staffing, shift coverage, time zones and countries (US/Canada) served/covered, and continuity of service during holidays or emergencies.	For on-demand Over-the-Phone Interpretation (OPI) and Video Remote Interpretation (VRI): ILC delivers continuous, around-the-clock language services through a global network of over 17,000 interpreters and linguists proficient in more than 300 languages. This network is strategically located across all major time zones worldwide, ensuring that skilled interpreters are available at any hour of the day or night. Our extensive roster enables rapid deployment with average OPI connection times of seconds and high fill rates across all language categories. For emergency in-person needs: ILC's headquarters phone lines are answered 24/7/365, including nights, weekends, and all holidays, ensuring immediate response for urgent on-site requests. Our after hours answering service team can mobilize qualified interpreters from our vetted in-person network in as little as a few hours, depending on location and language requirements. Staffing and shift coverage: <ul style="list-style-type: none"> <li>• Our interpreter network operates across multiple time zones in the U.S. and globally, ensuring continuous coverage without service gaps.</li> <li>• Dispatch and support staff work in staggered shifts to maintain operational oversight at all hours.</li> <li>• For OPI/VRI, interpreter availability is actively monitored to match demand peaks, and overflow requests are routed to additional qualified interpreters to avoid delays.</li> </ul> Continuity of service during holidays and emergencies: ILC's Emergency Management Plan is designed to ensure uninterrupted service even in the event of outages, severe weather, or other disruptions. Our systems are cloud-based and redundantly hosted to allow remote coordination, and our network model prevents reliance on a single geographic location. This structure ensures full coverage during federal holidays, seasonal peak demand periods, and unforeseen emergencies. By combining a vast interpreter network strategically positioned across all time zones, 24/7 answered communication lines, and resilient operational infrastructure, ILC guarantees responsive, on-demand language access at any time of day, any day of the year.
79	Describe the interpreter testing, screening, and evaluation process for:  1. Spoken Language Interpreters  2. American Sign Language (ASL) Interpreters	To work for ILC an individual must possess specific language and character skill sets. ILC utilizes a multi-phase selection process that begins with a phone interview to assess an individual's English proficiency. If the individual has clear and strong English language and communication skills via phone, they will be escalated to the next step in the selection process. Step 2 is a reference check from the applicant's previous interpreting employment. With positive references, the applicant is invited to meet for a virtual interview with our Director of Interpreting Services and multilingual staff. During this series of interviews, ILC will assess the following skill sets: <ul style="list-style-type: none"> <li>• Language proficiency in language pairs</li> <li>• Medical, legal, school, business vocabulary (as applicable according to their experience and which position we are hiring)</li> <li>• Medical, legal, school, business scenario encounters (as applicable)</li> <li>• Accurate and complete interpretation ability</li> <li>• First person interpreting usage</li> <li>• Listening and retention skills</li> <li>• Customer service skills with us as well as patient/defendant/parent/judge, etc. (as applicable)</li> <li>• Speech pace and clarity</li> </ul> Applicants are given a sectional score and total score. If they fall short in any area, they are required to receive training – which they can receive on their own and then provide proof of training to ILC for reassessment.  All Foreign Language Interpreters are required to have the following minimum requirements: <ul style="list-style-type: none"> <li>• 3 years interpreting experience.</li> <li>• Proof of language proficiency in all working languages with equivalent ILR 3, ACTFL Advanced High, CEFR C1, or 85% or higher for percentage-based tests. For rare languages, an oral exam assessing performance skills in interpreting is performed on a case-by-case basis.</li> <li>• Annual HIPAA Compliance training.</li> <li>• Annual Fraud, Waste, and Abuse training.</li> <li>• Adherence to NCIHC Code of Ethics and NCIHC Standards of Practice.</li> </ul> ASL Interpreters must meet all the same requirements as Foreign Language Interpreters as well as proof of the following requirements: <ul style="list-style-type: none"> <li>• National certification through the Registry of Interpreters for the Deaf (RID) or be Certified deaf interpreters (CDI).</li> <li>• Adherence to the RID Code of Professional Conduct.</li> <li>• All US nationally certified interpreters must meet all the requirements to maintain certification.</li> </ul>

**Table 7C: Depth and Breadth of Offered Solutions - TRANSLATION**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions - TRANSLATION

Line Item	Category or Type	Comments *
80	Describe how many languages you support for translation.  Provide a list of supported languages in the upload section. Label the document "7C - Translation".	ILC supports more than 300 languages and dialects for professional human translation. This includes all major world languages as well as less commonly spoken and rare languages. Our global network of 500+ linguists enables us to deliver high-quality, sector-specific translations across a wide range of languages and subject matters. A full list of supported languages is provided in the uploaded document labeled "7C – Translation."
81	Describe the translator testing, screening, and evaluation process.	ILC employs a rigorous, multi-step process to screen, test, and continuously evaluate all translators: 1. Initial Qualification Screening • Verified fluency in source and target languages • Minimum of 3 years' professional translation experience • Preferred industry-specific credentials (e.g., ATA certification, court certification) ILC only works with ATA Certified (or foreign equivalent certified) linguists. 2. Testing and Assessment • Each linguist completes a translation assessment, which is reviewed by a senior linguist for accuracy, style, and domain knowledge. • Specialized subject matter tests are administered for fields like legal, medical, or technical translation. 3. Reference and Credential Checks • Verification of degrees, certifications, and previous work for sensitive industries (e.g., healthcare, legal, education) 4. Ongoing Quality Monitoring • Translators are assigned a performance scorecard based on quality, adherence to deadlines, and client feedback. • Randomized peer review and quality control checks are performed regularly. 5. Training and Continuing Education • Linguists are provided ongoing access to updated style guides, glossaries, and training on client preferences and evolving standards.
82	Describe how you ensure that localized materials are culturally appropriate, accessible, and relevant.	ILC follows a culturally sensitive localization process that considers language, region, target audience, and content purpose. Key practices include: • Native-speaking translators with regional expertise ensure linguistic and cultural accuracy (e.g., Mexican Spanish vs. Castilian Spanish). • Pre-translation consultation with the client to understand context, tone, and intended audience. • Cultural review and back-translation for sensitive, legal, or educational materials. • Accessibility standards (e.g., plain language guidelines, large print formatting, and screen reader compatibility) are integrated during the formatting phase. • Client feedback loops allow for iterative improvement based on cultural and contextual alignment. • Style guides and glossaries are tailored to specific client or sector requirements to ensure consistent voice and terminology. Our localization process goes beyond word-for-word translation to deliver documents and content that are intuitively understood and culturally respectful. To ensure this high standard, ILC employs a rigorous, three-part proofreading process, which includes two separate rounds of proofreading followed by a final internal review conducted by our dedicated Quality Assurance team before delivery to the client. 1. The original translator is responsible for the quality of the translation, including subsequent review of any edits or suggested changes to terminology/glossary and/or style. The translator will deliver the translated document to ILC ONLY AFTER he/she has proofread their work. 2. The 2nd proofreading (also commonly referred to as Editing) is performed by an independent Subject Matter Expert (SME) Proofreader/Editor who checks the target text (the translation) against the source text (client's input). The Editor checks for semantics, usage, glossary and style-guide consistency, as well as complete text translation (nothing skipped/nothing left out). The Editor runs any suggested edits/changes by the original translator, who makes the final determination. 3. The 3rd proofreading review is performed by ILC's internal QA team to check for formatting, numerical, and factual correctness. If ILC's internal proofreader has a suggested edits/change, they also run these by the original translator who makes the final determination.

83	<p>Describe any Translation Management System(s) (TMS) your company uses to support the delivery of translation services.</p> <p>Response should include details about key features such as translation memory, terminology management, workflow automation, quality assurance, security protocols, and client access or integration capabilities.</p>	<p>ILC utilizes SDL Trados Studio and TM Lab as complementary tools to support our team of professional translators—ensuring efficient, consistent, and well-managed translation services without compromising the critical human element.</p> <p>SDL Trados Studio</p> <p>Supports translators through:</p> <p>Translation Memory (TM): Store and retrieves previously translated content to maintain consistency, allowing translators to concentrate on nuance, localization, and quality.</p> <p>Terminology Management: Centralizes client-specific and industry glossaries for precision and brand alignment.</p> <p>Workflow Automation: Helps manage assignments, deadlines, and notifications to enhance operational efficiency.</p> <p>Built-in Quality Assurance: Automates checks for spelling, grammar, tag consistency, and term compliance to bolster translator review.</p> <p>Version Control &amp; Collaboration: Enables multiple linguists and reviewers to work together securely, maintaining document integrity throughout the review cycle.</p> <p>Security Protocols: Utilizes encrypted file transfers (TLS/SSL), role-based access, and compliance with HIPAA, FERPA, GDPR; all maintained in securely audited cloud storage.</p> <p>TM Lab</p> <p>Acts as a project management-oriented TMS that complements SDL Trados by offering broader administrative and organizational functionality:</p> <p>End-to-End Project Oversight: Covers all phases from quotes and project creation through invoicing and delivery within a unified dashboard.</p> <p>Client &amp; Vendor Portals: Enables clients and freelance linguists to access portals for submitting quotes, monitoring project status, managing invoices, and accepting assignments.</p> <p>Role-Based Team Management: Assigns and manages resources across roles like project manager, translator, and finance lead with varying permissions.</p> <p>Task &amp; Assignment Workflow: Simplifies job distribution from quote to project, automatically converting accepted quotes into project assignments.</p> <p>Time zone Support &amp; Deadline Visibility: Adapts deadlines per user time zone, ensuring clarity across distributed teams.</p> <p>Invoicing Support: Facilitates invoice generation, tracking, and reminders for both client billing and subcontractor payments.</p> <p>Automated Notifications: Sends over 30 types of email alerts for project updates, status changes, invoicing, and more.</p> <p>By combining SDL Trados Studio for linguistic precision and TM Lab for streamlined project and resource management, ILC ensures translations that are not only top quality and culturally attuned but are also delivered through secure, organized, and client-responsive processes.</p>
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Table 7D: Depth and Breadth of Offered Solutions - LANGUAGE TESTING AND TRAINING

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Depth and Breadth of Offered Solutions - LANGUAGE TESTING AND TRAINING

Line Item	Category or Type	Comments *
84	Describe how your language testing is administered (e.g., onsite, remote, ID verification required).	Not applicable. We do not provide language testing services. Our focus is on high-quality language instruction delivered in both private and group settings.
85	For language testing, describe how you ensure the reliability of scoring results, whether scores are evaluated by humans or artificial intelligence (AI) tools, and if test results can be aligned to frameworks like the American Council on the Teaching of Foreign Languages (ACTFL) or Common European Framework of Reference (CEFR).	Not applicable. While we do not administer formal language testing under this agreement, our language instruction is guided by internationally recognized frameworks such as CEFR (Common European Framework of Reference for Languages), ACTFL (American Council on the Teaching of Foreign Languages), and ILR (Interagency Language Roundtable). We offer individually tailored education programs designed to help learners reach specific language proficiency levels required for professional, academic, or government standards. Instruction is aligned with the client's learning objectives and target proficiency framework, ensuring students are prepared for future assessments when applicable.
86	Describe how your language training programs are adapted to the specific operations needs and contexts of public sector clients.	<p>Our language training programs are fully customized to meet the operational goals, learning styles, and schedules of public sector clients as well as organizations with specialized deployment needs such as missionary groups, emergency responders, government agents, and international aid workers. We offer private and group instruction delivered in-person, virtually, or through hybrid formats.</p> <p>Programs are designed collaboratively with clients to focus on relevant terminology, communication scenarios, and cultural competencies specific to their operational context.</p> <p>For example, for missionary deployments, training emphasizes conversational skills, cultural sensitivity, and practical language use tailored to the target region. Our experienced native-speaking instructors adapt curriculum materials to ensure learners gain confidence and effectiveness in real-world mission environments.</p> <p>This approach ensures that clients are equipped not only with language proficiency but also with the cultural understanding necessary to succeed in their unique operational roles.</p>

Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 87. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the “Bid Documents” section. Proposer must upload the redline **Master Agreement Template (Word format)** in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - ILC's 2025 OPI, VRI In-Person Interpreting & Translation Pricing.pdf - Tuesday August 12, 2025 14:15:55
  - [Financial Strength and Stability](#) - ILC's Financial Strength and Stability.pdf - Monday August 11, 2025 15:02:47
  - [Marketing Plan/Samples](#) - ILC Company Overview - 2025.pdf - Tuesday August 12, 2025 12:41:28
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - ILC - Standard Transaction Documents.pdf - Tuesday August 12, 2025 09:32:16
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - 7B - Interpretation & 7C - Translation.pdf - Tuesday August 12, 2025 12:38:23

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

- Amanda Elliott, Business Operations Manager, Bernardo A. Brunetti dba International Language Center

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.



File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Language_Services_RFP081225 Tue August 5 2025 12:27 PM	<input checked="" type="checkbox"/>	6
Addendum_9_Language_Services_RFP081225 Fri August 1 2025 12:09 PM	<input checked="" type="checkbox"/>	4
Addendum_8_Language_Services_RFP081225 Wed July 30 2025 06:47 PM	<input checked="" type="checkbox"/>	5
Addendum_7_Language_Services_RFP081225 Thu July 24 2025 03:37 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Language_Services_RFP081225 Wed July 23 2025 09:22 AM	<input checked="" type="checkbox"/>	6
Addendum_5_Language_Services_RFP081225 Thu July 17 2025 01:54 PM	<input checked="" type="checkbox"/>	6
Addendum_4_Language_Services_RFP081225 Fri July 11 2025 11:14 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Language_Services_RFP081225 Thu July 3 2025 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Language_Services_RFP081225 Fri June 27 2025 01:08 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Language_Services_RFP081225 Thu June 26 2025 08:04 AM	<input checked="" type="checkbox"/>	3