

**MASTER AGREEMENT #081225****CATEGORY: Language Services: Interpretation, Translation, Testing, and Training****SUPPLIER: Language Testing International, Inc.**

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 Language Testing International, Inc., 580 White Plains Road, Suite 660, Tarrytown, NY 10591 (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.

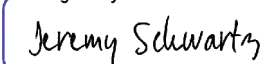
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

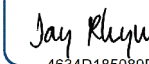
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

Sourcwell

Language Testing International, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/2/2025 | 9:46 PM CST

DocuSigned by:

 4634D185080E475...
 By: _____
 Jay Rhyu
 Title: Chief Financial Officer
 Date: 12/2/2025 | 2:05 PM CST

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

Vendor Details

Company Name: Language Testing International, Inc.
Address: 580 White Plains Rd, Suite 660
Tarrytown, New York 10591
Contact: Renee Tarrant
Email: rtarrant@languagetesting.com
Phone: 914-207-2058
Fax: 914-963-7113
HST#: 13-3678798

Submission Details

Created On: Thursday July 17, 2025 15:07:44
Submitted On: Monday August 11, 2025 22:27:21
Submitted By: Renee Tarrant
Email: rtarrant@languagetesting.com
Transaction #: a4854f8e-7f0c-4f45-9e2e-3f6894c51029
Submitter's IP Address: 147.243.245.247

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.	Language Testing International, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Language Testing International, Inc. has no subsidiaries. Language Testing International, Inc. will execute the master agreement with Sourcewell and will be the responsible supplier in the United States and Canada.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Language Testing International's Unique Entity Identifier (SAM) is: JANKGV6L7DL6	*
5	Provide your NAICS code applicable to Solutions proposed.	There isn't a single NAICS code explicitly designated for language testing services. However, based on the nature of the services offered, it could fall under one of the following NAICS Codes applicable to Language Testing International, Inc's language proficiency testing services: 541612 Human Resources Consulting Services 541930 Translation and Interpretation Services 611630 Language Schools 611710 Educational Support Services	
6	Proposer Physical Address:	Language Testing International's headquarters is located at 580 White Plains Road, Suite 660 Tarrytown, NY 10591	*
7	Proposer website address (or addresses):	www.languagetesting.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):	Name: Jay Rhyu Title: Chief Financial Officer Address: 580 White Plains Road, Suite 660 Tarrytown, NY 10591 Email: jrhyu@languagetesting.com Phone: 914-207-2029	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Renee Tarrant Title: Global Accounts Manager Address: 580 White Plains Road, Suite 660 Tarrytown, NY 10591 Email Address: rtarrant@languagetesting.com Work Phone: 914-207-2058	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Alex Nunez Title: Director of Sales and Business Development Address: 580 White Plains Road, Suite 660 Tarrytown, NY 10591 Email: anunez@languagetesting.com Phone: 914-207-6009 Name: Mark Dulsky Title: Director of Operations Address: 580 White Plains Road, Suite 660 Tarrytown, NY 10591 Email: mdulsky@languagetesting.com Phone: 914-207-2062 Account Activation Inquiries: Sales@languagetesting.com 914-963-7110	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Company History: Language Testing International (LTI) was founded in 1992 in New York by Helen Hamlyn, the company's former CEO and Bob Katz, who at the time was a consultant for ACTFL (formerly known as the American Council on the Teaching of Foreign Languages). Language Testing International, Inc. (LTI) is the exclusive licensee and sole source supplier of the ACTFL assessments. ACTFL was founded in 1967 and has continued to be a leader in the development of language proficiency-based teaching and testing resources for nearly 60 years. ACTFL's	

assessments are developed through research, validation studies and reliability evidence, and enjoy unprecedented respect and recognition across government agencies, academia, and commercial industries. With over thirty (30) years of experience, LTI delivers over a million certified language assessments to academic, government and commercial organizations in over eighty (80) countries annually. LTI has become the leader in language proficiency testing, delivering assessments in over 120 languages.

ACTFL's speaking, writing, reading, and listening assessments, delivered exclusively by LTI, are constructed on internationally recognized testing frameworks of reference for languages (ACTFL, ILR – Interagency Language Roundtable, and CEFR-Common European Framework of Reference) by leading assessment experts based on research that is broadly publicized, recognized, and cited in the language assessment field. Proficiency scales and proficiency-based testing are designed to measure language users' ability to perform communicative tasks as compared to established guidelines. Organizations in Europe, or doing business with Europe, use the CEFR scale to measure progress. In the United States and Canada, the ACTFL scale is used to measure language proficiency. The ILR scale is widely used by Federal government entities within the US, with some US States requiring ILR ratings. Each of the proficiency scales can be used for different types of organizations and users. LTI can deliver rating results on any of the three (3) frameworks and is the only company in the world that is authorized to issue an ACTFL score.

Language Testing International, Inc., is a member of the ASTM (American Society for Testing and Materials), playing an active role on the F43 (Language Services) committee, and is uniquely qualified to develop and administer language proficiency testing and assessments for employment purposes and second language learners. LTI fully meets the ASTM (American Society for Testing and Materials) Standard Practice for Assessing Language Proficiency, ASTM F2889-11 defined as "ASTM best practices for the development and use of language tests in the modalities of speaking, listening, reading, and writing for assessing ability according to the ILR scale. This practice focuses on testing language proficiency in use of language for communicative purposes". All tests conform to ILTA (International Language Testing Association), ALTE (Association of Language Testers in Europe), and ASTM language testing standards. ACTFL ratings are regarded as a standard measure of language proficiency in the US and worldwide.

No other language test meets the standards of an ACTFL assessment. ACTFL assessments provide a full, broad, and rich opportunity for candidates to demonstrate their language ability, particularly regarding the language production elicited through the productive skills tests of writing and speaking, which is key to rating reliability. ACTFL assessments directly evaluate candidates' functional ability, providing each test taker with many opportunities to actively show what they can do with language.

LTI's Core Values: Our clients and our employees are our priority. Our goal is to provide value to both and always seek to improve and learn from all. We believe that people work best when there is a foundation of trust. Our work is focused on our customers. We strive to always think in terms of what is best for the client, offering solutions and products that are not only theoretically sound but workable. We take responsibility in assisting clients in determining and/or designing the program that best fits their needs and will provide them with the greatest success.

Language Testing International, Inc., believes in equality for all people. Our business exists because of diversity in our communities and internationally. Our business reflects the world in which we live and provides an equal home for all people. We share a corporate culture of mutually respecting individual capability, and, in turn, helping one another to succeed and grow. We celebrate the rich diversity of our workforce, where 17 different languages are spoken, bringing valuable perspectives and depth to our projects, workplace, and daily lives. We are committed to making Language Testing International, Inc., a company in which all individuals have an opportunity to flourish and succeed, regardless of their background, race, ethnicity, religion, gender, gender identity or sexual orientation.

LTI's business strategy: Language is our focus, and we make sure it is measured correctly. Language Testing International, Inc., understands how important effective communication can be, not only in everyday life, but for successful business interactions held domestically and abroad. Hiring the right candidates for employment who communicate proficiently in another language to perform job tasks, reduce customer service issues, and move business forward more quickly is paramount to success. LTI is a customer-focused organization that works in partnership with its clients. Through an understanding of the client's goals, we develop the best language assessment solution to meet the assessment and reporting needs for the client and their test takers. We do this through our proprietary web-based test management and delivery systems and platforms that can be quickly customized to meet a client's specific work and information flow, as well as test delivery need.

Language Testing International, Inc supports a broad range of industries in the government, academic, non-profit, and commercial sectors, as well as the business to consumer (B2C) market.

-In the government market, we contract with federal, state, and local governments in the US, Canada, and globally.

-In academia, we serve the K12 and Higher Education (2-year and 4-year colleges and universities) markets in the US, Canada, and globally.

-In the commercial market sector, a sample of industries where we conduct business include Healthcare, Banking & Finance, Telecommunications, Transportation, Hotels and Hospitality, Manufacturing, Construction, eCommerce, Online Payment Processors, Insurance, and Retail. LTI has the experience required to meet the Sourcewell memberships' testing needs through ACTFL language proficiency assessments rated on the ACTFL, ILR or CEFR scales that are trusted and recognized worldwide.

LTI's expertise is in delivery of high stakes testing programs for large assessment initiatives in the commercial, academic, and government markets. LTI is currently involved in long-term studies funded by government agencies examining the impact of different study abroad programs on students, providing the pre and post-test language assessments in different modalities. These projects require online portals for students, institutions, and sponsoring agencies supported by

		<p>Help Desk functions, as well as secure sites for stakeholders to monitor progress and retrieve results.</p> <p>In 2007, the Samsung Group approached Language Testing International, Inc., to create an online English proficiency test for their organization to use in the recruitment of employees. From that time, Credu (now known as Multicampus Company, Ltd, a subsidiary of Samsung) began its investment in LTI. In 2012, Multicampus Co. Ltd acquired LTI. Multicampus Co. Ltd is a publicly traded company in South Korea, and the Samsung Group has majority ownership.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Language Testing International, Inc., would partner with Sourcewell's key personnel to collaborate with any participating entity under this cooperative contract interested in assessing language proficiency of their prospective employees, or of their language learners.</p> <p>Understanding language services is a newly added category for Sourcewell, Language Testing International, Inc. will work collaboratively with Sourcewell to develop and deliver a comprehensive go-to-market strategy and announcement to promote the partnership and participating entities' benefits specific to language proficiency testing solutions and services.</p> <p>Through direct marketing, Language Testing International, Inc., will craft tailored materials specific to market segments (Academia, Non-Federal Government Agencies, Federal Government Agencies, and Non-Profits) to inform and engage participating entities.</p> <p>These co-branded marketing collateral (e.g., digital flyers, capability statements, one-pagers, and slide decks) will highlight the benefits of the partnership and the ease of purchasing through the cooperative. These materials will be deployed across outreach campaigns, webinars, industry events, and will be made readily available to both our internal sales team and Sourcewell for use in their communications.</p> <p>To support and ensure smooth collaboration, a dedicated point of contact (POC) and a clear path of communication from LTI would be implemented with Sourcewell and its representatives. The POC will help manage the partnership, support related onboarding processes, and address procurement opportunities. Regularly scheduled meetings can be planned to ensure the launch and maintenance of the service plan meets the expectations of the partnership, also allowing for constructive feedback and follow-up where needed.</p> <p>The onboarding process will extend to both Sourcewell's key stakeholders of the contract and the participating entities who will be leveraging language testing services. LTI will train our sales force to effectively incorporate the cooperative contract into their outreach through dedicated sessions covering eligibility, benefits, and key messaging. They will also attend Sourcewell-led training to learn how to position the contract's value and streamline the procurement process for buyers. In addition, LTI will provide tailored collateral and reinforce learnings through regular team meetings and coaching. These efforts will ensure the LTI team is effectively promoting the partnership and driving contract utilization.</p> <p>-Tracking and oversight: We will utilize Salesforce (our Customer Management System) to track all opportunities that involve Sourcewell members. We will add custom fields to the account and opportunity records to indicate Sourcewell participation. Additionally, Sourcewell pricing will be clearly displayed in the Salesforce Price Book for the sales team to select for Sourcewell opportunities. This will ensure that quotes generated for Sourcewell members by our sales professionals include correct pricing. These steps will allow us to regularly review and audit records to ensure that the correct pricing and terms are applied.</p> <p>-Reporting: Sourcewell clients with accounts in Language Testing International's Test Management System (TMS) will be identified as Sourcewell clients with a unique designation. This designation will enable the generation of specialized reports in Tableau (a data visualization tool) on a quarterly basis or as needed. Additionally, the finance team will run regular reports in the payment management system to ensure accurate billing and invoicing for all Sourcewell clients.</p>
13	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>Language Testing International, Inc. (LTI) is a majority-owned subsidiary and the overseas operating arm of our parent company, Multicampus Co. Ltd, which is part of the Samsung conglomerate in South Korea. LTI on its own has a very strong balance sheet with significant financial liquidity but also has the backing of one of the largest companies in the world, Samsung, with \$377 billion in assets as of year-end 2024.</p> <p>In addition, we continue to generate impressive revenue and profitability. For the fiscal year 2024, our company reported net revenue of \$24.2 million and net income of \$1.9 million, which was an impressive 46% increase from two years prior. Our parent company has a long-standing D&B credit rating of AA. Language Testing International, Inc., has no debt, and this incredibly strong balance sheet allows us to fund our project development and business expansion activities.</p> <p>We have included our company's recent financial statement in the document upload section of our response.</p> <p>Language Testing International, Inc., and our parent company's solid financial health combine to provide Sourcewell and its members with assurance of our ability to serve our customers. We have and continue to invest heavily to create a robust operational and technical infrastructure that is completely focused on customer service.</p> <p>This enables us to invest in innovation and improve our services, bringing more success to our customers. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery.</p> <p>Credit Holds: Language Testing International, Inc. has not had a credit hold within the past 24 months.</p>

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>Over the past three years (2022-2024), Language Testing International, Inc., has sold its language proficiency assessment services in all 50 US States + Washington D.C. with a combined retention rate of 82% between US Education and Government entities.</p> <p>The number of US Education entities is 3,258 with a retention rate of 83%, and the number of U.S. Government entities totals 545 with a retention rate of 85%.</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>Over the past three years (2022-2024), Language Testing International, Inc., has sold its language proficiency assessment services in three Canadian Provinces: British Columbia, Ontario, and Quebec, with a combined retention rate of 65% between Canada's Education and Government entities.</p> <p>The number of Canada Education entities is 3 with a retention rate of 33%, and the number of Canada Government entities is 9 with a retention rate of 83%.</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>Language Testing International, Inc. has never sought bankruptcy protection.</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>Language Testing International, Inc., is best described as (B) a service provider.</p> <p>B. Over the past 33 years, Language Testing International, Inc., has been the exclusive licensee and sole source provider of ACTFL's language proficiency testing services globally. Language Testing International, Inc., built and maintains the technologies, data privacy, and security to deliver ACTFL-researched and developed language proficiency assessments around the world. As a service provider, LTI maintains a dedicated and highly experienced sales and service force comprised of 29 colleagues. Our sales team consists of 13 full-time sales and marketing professionals, each bringing over a decade of experience in sales, assessment, marketing, and education. They work in close partnership with our team of 16 Customer Success and Customer Support professionals to ensure a seamless and positive experience for both clients and test takers.</p> <p>The Customer Success team plays a critical role in onboarding, training, and helping clients maximize the value of our services, aligning closely with client goals and contributing to long-term success. This collaborative approach across departments allows us to deliver responsive service, consistent communication, and ongoing support throughout the client lifecycle.</p> <p>The ACTFL language proficiency assessments and ACTFL Proficiency Guidelines are widely considered the gold standard for measuring language proficiency. They are used globally by educational institutions, government agencies, and corporations for various purposes, including academic placement, student assessment, and professional certification. The ACTFL standards are recognized for their rigorous research, validation, and focus on real-world communication skills.</p>	*

18	<p>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>	<p>To ensure the quality and validity of our tests, only ACTFL-trained and certified raters conduct tests and provide ratings. The required rigorous training and certification of raters is unique to ACTFL. ACTFL and LTI's inter-rater reliability levels are among the highest in the industry. Tester/Rater certification is valid for 4 years.</p> <p>All Raters must demonstrate an ACTFL proficiency level of Superior in the language(s) in which they test and rate. Information is maintained that specifies how the Rater's level of language proficiency was tested and verified. An ACTFL certificate of proficiency indicating the language tested and Superior proficiency level achieved for each Rater is maintained on file. Raters are periodically given benchmarked tests to evaluate to ensure rating reliability is maintained.</p> <p>ACTFL Rater Qualifications</p> <p>To ensure test quality and validity, only ACTFL-trained and certified raters conduct tests and provide ratings. The required rigorous training and certification of raters is unique to ACTFL. ACTFL and LTI's inter-rater reliability levels are among the highest in the industry.</p> <p>Qualifications: ACTFL OPIc Rater Certification https://www.actfl.org/assessments/tester-rater-certifications/opic-rater-certification includes:</p> <ul style="list-style-type: none"> •Superior-level proficiency in the target language •Master's or Ph.D. in the language evaluated or a related field (Second Language Acquisition or Linguistics), •Online Workshop Attendance that follows the 4-day OPIc workshop, and •Mandatory practice rounds, then a certification round for rating benchmark OPIc test samples <p>Post Certification, ACTFL testers and raters participate in benchmark and norming activities to maintain rating reliability, are monitored through ongoing ACTFL quality control measures, and experience random quality assurance reviews of tester and rater work. Certification is valid for 4 years. ACTFL and LTI continually work together to ensure that the highest standards for inter-rater reliability are met.</p> <p>COPPA Certification: (Children's Online Privacy Protection Act)</p> <p>COPPA compliance and certification refers to adhering to the Children's Online Privacy Protection Act, a U.S. law regulating the online collection of personal information from children under 13. It mandates obtaining verifiable parental consent before collecting, using, or disclosing a child's personal information online. LTI's ACTFL K12 assessments (AAPPL and ALIRA) are the ONLY third-party COPPA certified language assessments on the market, thus providing the highest level of security according to FTC regulations and audit procedures. Our third-party certification can be viewed on this page: https://cert.privo.com/#/companies/languageTestingInternational</p> <p>WCAG 2.1 AA Compliance: (Web Content Accessibility Guidelines)</p> <p>LTI's ACTFL assessments associated with this bid for contract are WCAG 2.1 AA compliant, and LTI provides a streamlined process for additional accommodation, as needed. Web Content Accessibility Guidelines are a set of recommendations published by the World Wide Web Consortium (W3C) that explain how to make web content more accessible to people with disabilities. They aim to ensure that websites and web applications are usable by everyone, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities. WCAG Level AA is the target for organizations seeking to comply with accessibility guidelines. LTI has Voluntary Product Accessibility Templates (VPATs) available for all ACTFL assessments, on request. A VPAT is a document that outlines how a product conforms to accessibility standards.</p> <p>When evaluating a company's experience and services to assess the linguistic abilities of second language learners and individuals claiming to be fluent, choosing an industry leader with proven abilities is critical. Partnering with Language Testing International, Inc., the only company authorized to deliver ACTFL assessments rated by ACTFL-certified raters using ACTFL scores, delivers valid, reliable and legally defensible testing solutions. ACTFL's gold standards include proficiency-based testing to measure what a person can do in a target language in real-world settings when performing real-world tasks rather than testing knowledge-based content that can be studied and memorized.</p> <p>LTI delivers assessments based on rigorous standards backed by research and external validation studies, global recognition of ACTFL scores accepted by educational institutions and employers worldwide, and use of job or task analyses to establish the minimum level of language proficiency recommendations to qualify bilingual talent for a bilingual role ensuring legal defensibility.</p> <p>Our language proficiency assessment services are in full compliance with applicable federal, state, and local laws and regulations.. Additionally, the language assessment solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.</p>
19	<p>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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Language Testing International, Inc. has never been debarred or suspended by any federal, state, or local government agency in the U.S. or Canada.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>While ACTFL and Language Testing International, Inc. generally are not recipients but rather providers of awards and recognition, Language Testing International, Inc., has been awarded the World Languages Business Recognition from the Nebraska Department of Education for supporting the Seal of Biliteracy. Language Testing International, Inc., also enjoys official recognition from the Association of Test Publishers, certifying that Language Testing International, Inc., is a member in good standing that has “pledged to promote and advance the integrity of assessment services and products and their value to society, and dedicated to the highest level of professionalism and business ethics within the test publishing industry.”</p> <p>Language Testing International, Inc.'s endorsements and certifications include:</p> <ul style="list-style-type: none">o The ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL) and ACTFL Latin Interpretive Reading Assessment (ALIRA), developed by ACTFL and administered by Language Testing International, Inc., are third-party COPPA certified, ensuring student data protection according to the Children's Online Privacy Protection Act (COPPA) Rule.o The American Council on Education (ACE) has evaluated and recommended college credit for five ACTFL language proficiency assessments, delivered by Language Testing International, Inc. The American Council on Education (ACE) Official Transcript, provided through digital credential leaders Credly and Accredible, includes credit recommendations and competencies that learners have earned through workplace training, exams, certifications, and alternative educational experiences. They are designed to help colleges grant transfer credit for valid, college-level learning that happens outside of accredited colleges and universities including language skillso The National Occupational Competency Testing Institute (NOCTI), a non-profit organization that provides industry-based certifications and credentials for Career and Technical Education (CTE), recognizes ACTFL assessments as the gold standard for credentialing language skills and identifies official ACTFL scores as Industry Recognized Credentials (IRC).o ACTFL test development processes adhere to professional guidelines and best practices for test development such as the Standards for Educational and Psychological Testing (2014) and current technical and professional standards such as the ASTM F2889 - 11(2020), Standard Practice for Assessing Language Proficiency.o All ACTFL assessments conform to ILTA (International Language Testing Association), ALTE (Association of Language Testers in Europe) and ASTM (American Society for Testing and Materials) language testing standards.o Language Testing International, Inc., is an associate member of ALTE, and ACTFL/Language Testing International, Inc. is a member (#142305) of the ASTM and has played an active role on the F43 (Language Services) committee, and is uniquely qualified to develop and administer language proficiency assessments. Additionally, ACTFL/Language Testing International, Inc., is the only language assessment organization with seats on the ACTFL, CEFR and ILR committees, encompassing a global representation for language scales.	*
21	What percentage of your sales are to the governmental sector in the past three years?	20% of our overall sales from 2022 through 2024 came from our government clients	*
22	What percentage of your sales are to the education sector in the past three years?	25% over our overall sales from 2022 through 2024 came from our academic clients in the education 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?	Language Testing International, Inc., participates in the State of Texas' Interlocal Purchasing System (TIPS). TIPS is a national purchasing cooperative for public and private schools, colleges, universities, cities, counties, and other government and non-profit entities. It's managed by the Region 8 Education Service Center in Pittsburg, Texas. LTI was also recently listed in the Interlocal Cooperative Contract system in Texas. As these are both newly installed arrangements, LTI does not have annual sales volumes to report.	*
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?	In 2022 total sales from GSA contracts was \$226,673, in 2023, the total was \$317,753 and in 2024, the total was \$315,334.	*

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 *	
International Leadership of Texas (ILT)	Adriana Fletes, Director of Dual Language Implementation and Secondary Language	972-479-9078	*
Canadian Defense Agency	Julie Debeau, Chief Standards, Foreign Languages & BILC Associate Secretary Canadian Defence Academy, Language Programs	819-994-2070	*
Weld County	Tristan Pope, Organizational Development & Risk Partner	970-400-4266	*

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 *
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26	Sales force.	<p>Language Testing International, Inc. maintains a staff of 54 full-time direct employees and 1,350 contractors who serve as ACTFL certified testers and raters. In addition to the network of Testers and Raters, 29 employees from the sales, marketing and service support teams will support the Sourcewell partnership. This includes 13 Sales and Marketing (8 Academic and 5 Government Sales personnel), 11 Customer Service, and 5 Customer Success employees; they are located in 22 states and globally to address the testing needs of clients located throughout the world in different time zones from our New York headquarters.</p> <p>LTI is proud to deliver consistent, high-quality service and personalized support to clients at every stage of the sales cycle, from onboarding to implementation and long-term engagement. LTI's sales force is comprised of 13 full-time sales and marketing professionals, each with over 10 years of experience in sales, assessment, marketing, and education. This experienced team is highly equipped to support clients across industries with a deep knowledge of language education, proficiency testing, and client relationship management. The academic team is led by a Director of Academic Sales & Marketing and a dedicated Sales Manager. The government team is led by a Director of Sales & Business Development, a Global Account Manager, and further supported by a Business Development Representative, ensuring targeted expertise and responsive service for each client segment.</p> <p>LTI maintains unparalleled cross-functional collaboration through our centralized Customer Relationship Management (CRM) system, which facilitates visibility, communication, and coordination between sales, customer success, and support. Below are a few examples of how our teams collaborate to support Sourcewell's participating entities:</p> <ul style="list-style-type: none"> • Inbound sales: LTI's dedicated Customer Success team handles inquiries that come through our website, email, inbound calls, and referrals. They quickly qualify inbound leads and route them to the appropriate Account Executive, who follows up to assess needs and provide tailored solutions. • Outbound sales: LTI's Sales team and Business Development Representative proactively drive outbound sales. They conduct targeted outreach to potential clients across all sectors using CRM-driven lead generation, email campaigns, and industry event engagement. • Customer Feedback: The Sales and Customer Success teams regularly gather and share customer feedback, which informs continuous improvement of products, services, and materials support. • Client Retention: The Sales and Customer Success teams collaborate closely to retain existing clients and ensure repeat testing. The Support team contributes by efficiently resolving customer cases and maintaining high satisfaction levels. • Training and Onboarding: The Customer Success team leads onboarding and provides ongoing training, educating clients about ACTFL proficiency assessments, interpreting score reports to inform instruction, and leveraging language credentials such as ACTFL Certificates and the Seal of Biliteracy. <p>Thanks to this highly coordinated approach, LTI consistently delivers high-value solutions that support long-term partnerships. We are proud to offer not only a world-class product but also a service model rooted in collaboration, reliability, and deep industry expertise.</p> <p>LTI enjoys exceptionally high client retention rates, which we attribute to the validity and reliability of ACTFL assessments as well as the outstanding customer experience we provide. We regularly solicit feedback from clients through our annual customer satisfaction survey, which offers insights into client experiences, satisfaction, and future testing plans. In our most recent 2024 survey among K12 clients, 99% of clients indicated they plan to continue testing with LTI in the upcoming school year, and 34% anticipated an increase in testing volume. Since 2019, 99% or more of respondents have consistently reported their intention to continue testing with LTI and reported satisfaction rates with our solutions have remained at or above 80%. Many major academic, government, and commercial institutions have been working with LTI for over 10 years, relying on ACTFL tests for their language assessment needs. A major contributor to this high rate of customer retention is the importance and value of official ACTFL tests in all market sectors. Language Testing International, Inc., is very proud of our client retention and clients' satisfaction with both our high-quality "product" (ACTFL assessments) and the exceptional service experience we deliver.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Language Testing International, Inc., provides direct sales and service to all academic, government, and commercial clients. This allows for full control over our client experience, ensuring a high standard of quality, service, and responsiveness.</p>
28	Service force.	<p>Language Testing International, Inc.'s service force is comprised of 16 Customer Success and Customer Support teams who work in close collaboration with Sales and Marketing to provide seamless client and test taker experiences. The Customer Success team supports training, onboarding, and expanding the client's use of the services further contributing to success in their objectives, while the Customer Service team of eleven professionals offers technical support and timely resolution of client support requests in English, Spanish, and Portuguese. This integrated structure ensures that we are fully equipped to meet the needs of clients across all sectors, delivering exceptional customer experience grounded in teamwork, responsiveness, and shared expertise.</p> <p>Language Testing International Inc.'s Customer Success team conducts regular training on its products throughout the year as well as demonstrating how to utilize the LTI Client Site (secure test administration portal). The LTI Client site has valuable resources for administrators to reference, as needed. In addition to live support from LTI employees, test administrator resources available online include tutorial videos of client site navigation and test administration processes, "how to" documentation with step-by-step instructions, and tips for successful test administration, for example.</p> <p>Additionally, the Customer Success team hosts regular virtual office hours throughout the year allowing test administrators additional access to live support.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Ordering and test administration of the language assessment services will be implemented directly with Language Testing International, Inc., not through a distributor or dealer.</p> <p>Through the activation of a secure, online, password-protected LTI Client Site Portal, an organization's authorized test administrators are able to efficiently schedule, track, and manage their testing program. Access to the site is available 24/7/365 further allowing test administrators to download data and export reports on an as-needed basis. To administer tests through the online portal, client-authorized test administrators are able to:</p> <ul style="list-style-type: none"> • Submit test requests (individually or in a bulk test upload process) • View tests to be scheduled, • View scheduled tests, • View pending ratings and completed ratings results, • Download data, view application reports • Print certificates (if using certified tests) • View invoices, • Add, edit, or delete users' access to the portal, • Change Password <p>Onboard training is provided to test administrators virtually via Teams or Zoom on a scheduled date and time convenient to all attendees. Video tutorials of the Client Site navigation and test administration steps are also provided for easy-to-reference access as needed.</p> <p>For organizations requiring the use of a Purchase Order to be associated with and referenced on all invoices, Language Testing International's account manager and billing department will coordinate efforts to ensure proper documentation and reporting.</p>	*
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>As part of our robust customer service program, Language Testing International, Inc., provides two levels of Customer Support cases:</p> <p>1. Level 1 Cases are for general inquiries and support that will be resolved on-demand from phone support or within 24-48 business hours for email support. These cases are managed by LTI's Customer Support team; customers are automatically notified when cases are opened and when they are resolved.</p> <p>2. Escalated Cases cover inquiries and support issues that are technical in nature. These cases are escalated to our Technical Support team or our Customer Support Manager for service. Customers are notified when a case is escalated and when the case is resolved.</p> <p>Language Testing International, Inc., provides customers with live Customer Support available in Spanish, English, and Portuguese, and will resolve all issues in real-time or, when necessary, within 24-48 business hours. More complex, technical issues may take additional time to complete. Requests for test rating reviews can take up to 10 business days to finalize. LTI services customers through our Salesforce Customer Management System (CMS) (support@languagetesting.com) and through our Customer Support line at +1-914-963-7110, (Option 1). LTI provides live support between 8am and 7pm Eastern Time, Monday through Friday (excluding US holidays).</p> <p>Throughout the year, Language Testing International, Inc., hosts regular virtual office hours where clients can join on an as-needed basis to ask questions and gain support specific to their assessment support needs.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Language Testing International, Inc., provides language proficiency assessment services to customers throughout the United States currently and if awarded, we are fully able and willing to deliver valid, reliable, and legally defensible language proficiency assessments to all Sourcewell participating entities in the United States. Our language proficiency assessment services are in full compliance with applicable federal, state, and local laws and regulations.. Additionally, the language assessment solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Language Testing International, Inc., provides language proficiency assessment services to customers throughout Canada currently and if awarded, we are fully able and willing to deliver valid, reliable, and legally defensible language proficiency assessments to all Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Language Testing International, Inc. delivers language proficiency testing services to clients around the world. Since language proficiency testing services are delivered via the internet or telephone (depending on the test option adopted for use), there is no concern of providing services in any geographic location of Sourcewell's participating entities.	*
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.	If awarded a Sourcewell contract, any participating entity that has a pre-existing contract with LTI, LTI's obligation is to conclude the pre-existing contract prior to providing solutions through the Sourcewell awarded agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Providing services to clients around the world, including Hawaii and Alaska, Language Testing International, Inc is fully equipped to provide language proficiency testing services to participating entities in Hawaii and Alaska. Regardless of the geographic location or time zone, our language testing services are available for use 24/7/365.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Language Testing International, Inc. will extend the terms of any master agreement awarded to all Sourcewell non-profit participating entities interested in conducting language proficiency assessments.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	<p>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>	<p>LTI's current go-to-market strategy for promoting ACTFL language assessments is grounded in a comprehensive, multichannel approach that blends digital marketing, educational outreach, and strategic partnerships. We reach decision-makers through content-driven campaigns, targeted SEO, PPC & Social Media advertising, email outreach, and participation in key Academic and Non-Profit/Government conferences and tradeshow. These events allow us to engage directly with prospective clients, demonstrate our solutions in real time and strengthen relationships across sectors.</p> <p>We also work together with our sales team to equip them with the tools, messaging, and collateral needed to effectively engage prospects across the government, education, non-profit and corporate sectors.</p> <p>To support and promote our partnership with Sourcewell, LTI will extend this proven strategy through a dedicated, co-branded marketing campaign designed to drive awareness, adoption, and utilization of the Cooperative Purchasing Program among eligible entities. Our goal is to make this partnership visible, accessible, and compelling to potential buyers.</p> <p>LTI will develop a suite of co-branded marketing collateral (digital flyers, capability statements, one-pagers, and slide decks) highlighting the benefits of the partnership with Sourcewell and the ease of purchasing through the cooperative. These materials will be deployed across outreach campaigns, webinars, Academic and Non-Profit/Government events and tradeshow, and will be made readily available to both our internal sales team and Sourcewell for use in their communications.</p> <p>Examples of current materials have been included to demonstrate what could be adapted to communicate the partnership.</p> <p>To amplify our outreach, LTI will launch a co-branded email campaign targeting state, local, and educational agencies showcasing how ACTFL assessments align with their operational, compliance, and workforce needs. These messages will be reinforced through mentions in our newsletters (Academic, Government, and Non-Profit), as well as any email updates or vendor announcements issued by Sourcewell.</p> <p>A co-branded landing page will serve as a central hub for the partnership, clearly outlining the purchasing process, eligibility requirements, and key value propositions. This page will be search-engine optimized to ensure high visibility and will support agencies in easily navigating their procurement options.</p> <p>To demonstrate our ability to create clear, engaging , and results-driven online destinations, we have developed similar landing pages for Academic https://www.languagetesting.com/aappl-central and Government/Non-Profit https://www.languagetesting.com/language-testing-central clients. These landing page sites include materials such as digital brochures, blog posts, language testing services descriptions and test demo links, testimonials, case studies, technical requirements, test accommodations information, and resources to support testing initiatives.</p> <p>We will also leverage social media to promote the partnership, beginning with an official announcement upon contract award. Ongoing content, such as success stories, procurement tips, and contract reminders, will be shared throughout the year across LinkedIn, Facebook, and X to keep the program top-of-mind.</p> <p>In partnership with Sourcewell, LTI will co-host webinars to introduce our services and walk participating entities through the cooperative purchasing process. Internally, we will provide our sales team with targeted training, sales scripts, and collateral tailored to this partnership, along with a prioritized prospect list derived from cooperative membership data and procurement platforms.</p> <p>As we engage new customers, we will publish case studies and testimonials to demonstrate the real-world value and ease of using the contract. To generate additional visibility and underscore our mutual commitment, we will also collaborate with Sourcewell on a joint press release announcing the partnership and highlighting shared goals (i.e., expanding access to essential language services).</p> <p>LTI is fully committed and equipped to actively promote this partnership through a thoughtful, coordinated strategy that drives measurable results. By combining consistent marketing, educational outreach, and sales enablement, we aim to maximize the value of this cooperative contract for both Sourcewell and the entities it serves.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Language Testing International, Inc., leverages a range of digital tools and platforms to drive engagement, maximize the effectiveness of marketing campaigns, and support outreach to our clients and prospects. We actively use social media platforms, such as Facebook, LinkedIn, and X, to educate audiences, promote our solutions and services, share success stories, and highlight client testimonials.</p> <p>LTI uses Search Engine Optimization (SEO) strategies to increase visibility of Language Testing International, Inc., and ACTFL assessments and to drive high-intent traffic to our website and landing pages. This includes keyword-optimized blog articles, case studies, product pages, and client support resources. In addition, we run paid advertising campaigns across social media platforms and Pay-Per-Click (PPC) ads on Google to generate leads and raise awareness of ACTFL assessments.</p> <p>LTI monitors Google Analytics 4 (GA4) to gain valuable insights into website traffic and user behavior, such as page views, session duration and audience demographics. This allows us to measure campaign performance, identify engagement trends and refine our marketing strategies for maximum impact. Additionally, we use Pardot, a powerful marketing automation platform to build, manage, and segment prospect lists and to build, deploy, and track email campaigns, event promotions, newsletters, and lead nurturing workflows. With Pardot, we can personalize communication, monitor engagement, and refine messaging based on data insights.</p> <p>We use Salesforce as our customer relationship management system to manage inbound leads, track engagement, monitor pipelines, and coordinate outreach between sales and marketing teams.</p> <p>Finally, LTI maintains its website and several landing pages dedicated to distributing information, highlighting programs and solutions, and sharing valuable information to our clients and prospects. Our pages are regularly refreshed and updated to ensure the content remains current and relevant for our clients and prospects.</p> <p>By leveraging a comprehensive suite of digital tools, we ensure that our marketing strategies are not only data-driven but also continuously refined to maximize effectiveness. Social media platforms, SEO, paid advertising campaigns, and Pardot all generate valuable data points that help us better understand audience behaviors and preferences. This data allows us to tailor our content, optimize our messaging, and improve the targeting of our campaigns, ensuring that we reach the right people with the right message at the right time.</p>	*
39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Language Testing International, Inc. views Sourcewell as a strategic partner, helping to drive and increase awareness of the cooperative purchasing model and the value of awarded contracts among its members. We understand that the responsibility to drive sales rests with Language Testing International, Inc. However, we also recognize the important role Sourcewell plays in supporting outreach, facilitating connections with participating members, and promoting awarded agreements through its communication channels and sales development team.</p> <p>Should the agreement be awarded to Language Testing International, Inc., we will actively integrate the Sourcewell contract into our sales and marketing processes. These will include:</p> <ul style="list-style-type: none"> >Training the LTI Sales and Customer Success teams to understand the terms and benefits of the agreement, so they can effectively communicate its value to clients and prospects. >Incorporating the agreement into our sales outreach materials and proposals, making it easier for Sourcewell members to understand the contract. >Collaborating with Sourcewell's sales development team to identify high-value organizations and coordinate outreach as appropriate. >Delivering quarterly reports on outcomes of completed sales transactions containing: <ul style="list-style-type: none"> -Participating Entity Name -Participating Entity Address, City, State/Province, Zip/Postal Code -Participating Entity Contact Name, Title, Email and Phone Number -Sourcewell Participating Entity Account Number -Transaction Description of language testing services -Transaction Purchased Price -Sourcewell Administrative Fee Applied; and -Date Transaction was Invoiced <p>We are fully committed to making the agreement successful with high impact to Sourcewell's members. By combining our sales team's direct outreach with Sourcewell's audience and platform, we can expand access to ACTFL assessments and bring value to participating members across market sectors.</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>Language Testing International, Inc. does not offer its language testing services through an eProcurement platform. Language proficiency assessments are solution-based and depend on client's specific needs. On occasion, a client will request customized testing solutions, a task analysis to set the minimum level of language proficiency recommendation for their organization's communicative tasks needed to qualify for a job role, or specific test level parameters to be set to support their language access policies and programs.</p>	*

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

Line Item	Question	Response *	
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41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Equipment for testing is provided by the Academic, Government or Non-Profit entity if conducting tests on-site. Depending on the test type, a test taker will need access to a landline or mobile phone for the Oral Proficiency Interview (OPI) speaking test, or an internet-accessible computer desktop, laptop or tablet device for the internet-delivered assessments. For remote testing, test takers will need access to a webcam-enabled computer, if taking the test remotely for the virtual proctor service to conduct test taker ID verification and test session monitoring to maintain the integrity of the assessment.</p> <p>Upon adoption of our language testing services, Language Testing International, Inc., conducts regular training on its products and navigation of the Client Site Portal for test administration use at no additional cost to clients. These trainings are conducted virtually on a date, time and via an online meeting room platform (MS Teams, Zoom, Webex, etc) when convenient for the client. We also provide clients with access to support resources such as two-minute tutorial videos of client site navigation including step-by-step documentation, for example. All LTI product onboarding and related training services are offered to Sourcewell participating entities as a standard service option. Trainings are customized and geared to each client's specific use case need. Clients can choose not to join a virtual training, instead leveraging the video tutorials and user manuals, if preferred..</p> <p>Additionally, throughout the year, Language Testing International, Inc., hosts regular virtual office hours where clients can join on an as-needed basis to ask questions and gain support specific to their assessment support needs.</p>	*
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Language Testing International, Inc.'s technologies offer, or are based on, multiple technological advances. Please find a few examples below.</p> <p>Multi-Tenant Architecture: Our system is designed with a secure multi-tenant architecture that ensures complete logical isolation of customer data. All tenant data is encrypted in transit (TLS 1.2 or higher) and at rest using AES-256 encryption.</p> <p>We employ a centralized Key Management System (KMS) to control and rotate encryption keys in accordance with security best practices. Our encryption and data protection controls are aligned with SOC 2 Trust Services Criteria, specifically addressing Confidentiality and Security principles. We undergo regular SOC 2 audits conducted by independent third-party assessors, and we maintain documentation and evidence of our controls for review.</p> <p>These practices ensure that all customer data remains secure, segregated, and compliant with rigorous industry standards.</p> <p>Integrations: As we explain in further detail in our response to Item 76, LTI provides clients with a suite of robust integration options to connect quickly, securely, and at-scale. These are some of the integrations services we offer:</p> <ul style="list-style-type: none"> -Standard APIs -HRIS & ATS Integrations such as <ul style="list-style-type: none"> o Workday o iCIMS o Oracle Taleo -LMS (Learning Management Systems & SIS (Student Information Systems) Integrations such as <ul style="list-style-type: none"> o Clever o Classlink o OneRoster -Secure File Transfers (SFTP) <p>Machine Scoring:</p> <p>ACTFL and Language Testing International, Inc., have implemented a machine scoring system for AAPPL Spanish Presentational Writing (PW) tests, which is used in conjunction with ACTFL-certified human raters to score all Spanish PW submissions. (The Spanish PW is designed for learners in grades 3-12.) This integration of machine scoring alongside human raters means that every Spanish PW test receives a machine score combined with a score provided by at least one certified human rater to provide a final score. This system of scoring exceeds industry standards of 20% double rating by providing 100% double rating on all Spanish PW tests.</p> <p>The machine scoring system, similarly to the human raters, assesses the AAPPL PW responses based on several parameters, as described in the ACTFL Performance Descriptors, including functions (global tasks the learner can perform in the language), context/content (situations and topics the learner can comprehend and discuss), text type (comprehension and production capabilities for performing functions), and comprehensibility (accuracy and vocabulary use).</p> <p>Language Testing International, Inc.'s machine scoring system is a culmination of nearly ten years of dedicated research and development and has undergone rigorous training using rating data from ACTFL-certified AAPPL raters. Extensive research, conducted by Dr. Erik Voss of Teachers College Columbia University, has validated the accuracy of machine scoring compared to human raters over multiple years of administration.</p> <p>Language Testing International, Inc., has multiple additional machine scoring initiatives in development as we maintain our stance as leaders in the industry in innovation while maintaining the highest standards for assessment validity and reliability.</p>	*
43	<p>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.</p>	<p>Language Testing International's core business of providing language proficiency assessments and related services are conducted online via the internet or via telephone minimizing paper usage compared to traditional paper-based assessments.</p> <p>We also offer a remote proctoring (test taker ID verification) service allowing individuals to take tests from anywhere with a computer and internet connection, reducing travel and associated environmental impact compared to traveling to centralized testing locations.</p>	*

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.	Not applicable. This question does not apply to the language proficiency assessment services Language Testing International, Inc. provides.	*
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?	<p>Language Testing International, Inc., is the exclusive licensee and sole source provider of ACTFL language proficiency assessments. In the additional documents upload, we have included ACTFL's sole source letter of LTI's exclusive partnership.</p> <p>These assessments are based on the ACTFL Proficiency Guidelines and are considered the gold standard for measuring language ability in academic, government, and commercial sectors. Only ACTFL tests delivered by LTI can result in ACTFL scores and official ACTFL language proficiency certificates. ACTFL scores and certificates are industry-recognized language credentials that demonstrate an individual's real-world language ability. No other entity or agency is authorized to issue or interpret ACTFL scores, which ensures that Sourcewell participating entities receive reliable, standardized, meaningful, and legally defensible results across industries.</p> <p>For Sourcewell members, this distinction is critically important. Whether for workforce development, student credentialing, legal requirements, or certifying language skills of bilingual staff, ACTFL scores provide a trusted and consistent benchmark used by thousands of organizations worldwide. Because ACTFL assessments measure real-world communication, they are well aligned with the goals of institutions that value standards, accountability, and equity.</p> <p>In short, Sourcewell members benefit from:</p> <ul style="list-style-type: none"> - Exclusive access to ACTFL scores and certificates, a trusted credential across industries - Legally defensible, proficiency-based credentials aligned with the ACTFL Scale - Industry alignment across education, government, nonprofit, and business sectors - Proven, research-based, and standardized assessment tools - Singular, high-value solution with a level of quality, recognition, and defensibility that no other test provider can match. 	*

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	<p>Language Testing International, Inc does not hold any of these certifications and is classified as a privately held corporation.</p> <p>As mentioned in our company history, we celebrate the rich diversity of our 52 person workforce, where 17 different languages are spoken, bringing valuable perspectives and depth to our projects, workplace, and daily lives.</p> <p>In our partnership with ACTFL, ACTFL's mission revolves around supporting language educators and promoting language proficiency through teaching and testing. They have over 13,000 members comprised of language educators, second language acquisition researchers, test developers, testers, raters, and administrators with bilingual and multilingual language proficiency encompassing over 120 languages.</p> <p>LTI's annual Code of Conduct HR training course was recently completed in July for all employees encompassing topics of diversity, equity and inclusion. Together, ACTFL and LTI's diverse workforce and commitment as a diverse supplier gives us a competitive advantage.</p>	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

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.	<p>Language Testing International's payment terms are Net 30. Invoices are issued once monthly and lists only completed tests taken during the 4 weeks prior to the invoice date.</p> <p>We accept all major credit cards, checks, ACH payments (wire transfer), P-cards, and purchase orders to be associated with invoices for payment.</p>	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Language testing services are provided on-demand based on a client's level and volume of testing needs. There are no minimum order nor subscription plan requirements to utilize the services. As such, we do not have a product model that would support leasing or financing, since language testing services are purchased on a per-test usage basis.	*
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.	<p>All U.S. and Canada Academic (K12) entities complete and submit their request to activate an account with Language Testing International, Inc., via an online link shown here: https://tms.languagetesting.com/AAPPLNew/</p> <p>All U.S. and Canada Government and Non-Profit entities complete and submit the Account Setup Form (attached in the Documents section).</p> <p>Once received, accounts are activated within one to three business days. Upon activation, an email with next step instructions are sent to the main point of contact and listed test administrators.</p> <p>Additional transaction documents found in the upload include LTI's Terms and Conditions and linked here: https://www.languagetesting.com/pub/media/wysiwyg/PDF/LTI_Terms_and_Conditions.pdf along with a sample Master Service Agreement (MSA) for review to support participating entities' requirements for contracting business through an MSA.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Language Testing International, Inc., does accept P-cards as a payment method at no additional cost to the client for use of this option.	*
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 Sourcewell discounted price) on all of the items that you want Sourcewell 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.	<p>Language Testing International, Inc.'s pricing model is issued on a per test basis reflecting our standard, off-the-shelf pricing, followed by the Sourcewell discounted price for each language proficiency assessment option. SKUs are not utilized in delivering language assessment services.</p> <p>The first chart in the pricing materials document displays pricing for government, non-profit and Postsecondary Academic entities needing score-only (single-rated) assessment results and for those needing to use high stakes assessments to receive a (double-rated test) with a score accompanied by an ACTFL, ILR or CEFR certificate.</p> <p>The second chart in the pricing materials document displays pricing for Academic (K12) entities for ACTFL's assessments of performance toward proficiency in languages.</p>	*
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.	Language Testing International, Inc. is proposing line-item pricing with Master Service Agreement discounts per service. Our pricing discounts range from 5.5% to 16.7% are based on the test type as each test has its own characteristics and specific cost models, such as single (human) rated for score only test results, double (human rated) for certified tests that include a score result and language proficiency certificate, and machine scored tests for receptive skills (i.e., Reading and Listening) that differ from productive skills tests (i.e., Speaking and Writing).	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>The prices offered in the proposal reflect discounts available to any Sourcewell participating entity regardless of testing purchase volumes. Should LTI be awarded the contract, Sourcewell's participating entities do not need to meet any minimum order requirement nor does LTI require a subscription plan to use its services. Costs are outlined in the Price Proposal spreadsheet attached to the documents.</p> <p>-Tab 1 is for services specific to Government, Non-Profit, and Postsecondary Education Entities.</p> <p>-Tab 2 is for services specific to Academic (K12) Entities.</p>	*
62	<p>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.</p> <p>Define the costs/fees associated with "sourcing/quoting" products and related services.</p>	<p>Related services provided are listed below and costs for these services are outlined in Tab 3 of the Price Proposal spreadsheet attached to the documents upload.</p> <p>A remote proctor service provider: Language Testing International, Inc., partners with third party service providers to deliver remote proctoring services. These services are integrated with LTI's language assessments to allow for test taker identity verification, monitoring of test session activity and ensuring the integrity of the assessments is not compromised.</p> <p>Language Testing International, Inc. has partnered with two Remote Proctoring Service vendors whose services are integrated within the testing platform to allow for ID verification of test takers while testing to prevent cheating when taking the test at a non-office or school location. Prometric delivers the virtual live (human) remote proctoring service, and Verificent delivers the automated (recorded) remote proctor service.</p>	*

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.	<p>OPI No Show: Oral Proficiency Interviews (OPIs) are speaking assessments available in languages of lesser diffusion (i.e., Bengali) that require advanced scheduling coordination based on the date and time matched with the availability of the OPI tester, the test taker (and the Remote Proctor, if used).</p> <p>If an OPI speaking test is not cancelled or rescheduled 24 hours prior to the scheduled OPI appointment time, a No Show fee is charged.</p> <p>API Integrations: As outlined in response to Question 76, LTI's information technology work to support integrations with a client's application tracking system (ATS), learning management system (LMS) or student information system (SIS) would require a separate Statement of Work to best address the needs and deliver a scope of work to include the associated costs.</p> <p>Listed below are optional services delivered by Language Testing International, Inc., available to support Government and Non-Profit entities in their hiring and employment testing needs. These services are available on an as-needed basis. Prices reflect one-time fees per service in the attached pricing document. The prices for the below listed services are outlined in Tab 3 of the Price Proposal spreadsheet attached to the documents.</p> <p>Task Analysis: A client-specific service to establish the minimum level of proficiency recommendation for communicative task needs of a bilingual job role.</p> <p>Diagnostic Comments Grid: A detailed document outlining the communicative skill areas of strength, weakness, and areas of improvement needed by a test taker to increase their level of language proficiency.</p>	*
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.	Not applicable. There are no freight, shipping or delivery terms for language testing services. All services provided by Language Testing International, Inc. are delivered virtually either via the internet or by telephone.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. There are no freight, shipping or delivery terms for language testing services. All services provided by Language Testing Intl, Inc. are delivered virtually either via the internet or by telephone.	*
66	Describe any unique distribution, delivery, or deployment methods or options for the goods and services offered in your proposal.	<p>LTI's ACTFL language assessments are delivered via the internet or telephone. The online, internet-delivered assessments (OPic, WPT, RPT, LPT, AAPPL, ASL AAPPL, and ALIRA) are on-demand test types not requiring advanced scheduling notifications and can be ordered and taken the same day with one exception. If a test taker has accommodation needs such as extra time, screen reader or other accommodation requirement, an order needs to be submitted followed by an accommodations request to directly address the specific testing needs of the individual's requirements.</p> <p>The OPI and SOBL Bundle (OPI/WPT tests) require advance schedule coordination to match the date and time of availability for testing convenient to the ACTFL-certified OPI Tester and the test taker.</p>	*
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.	<p>To ensure compliance with our proposed agreement with Sourcewell, Language Testing International, Inc. will implement a multi-tiered self-audit process that includes both proactive tracking and training. This will include:</p> <ul style="list-style-type: none"> - Comprehensive training. Members of the Sales and Customer Success teams will undergo comprehensive training on how to identify, engage, and support Sourcewell participating members, which will include clear guidelines for Sourcewell pricing and procedures for cooperative purchasing. This training will take place at regular intervals and will also be incorporated into the standard onboarding process for new hires. - Tracking and oversight: We will utilize Salesforce to track all opportunities that involve Sourcewell members. We will add custom fields to both account and opportunity records to indicate Sourcewell participation. Additionally, Sourcewell contract pricing will be clearly displayed in the Salesforce Price Book for the sales team to select in referencing Sourcewell opportunities. This will ensure that quotes generated for Sourcewell members by our sales professionals include correct pricing. These steps will allow us to regularly review and audit opportunities to ensure that the correct pricing and terms are applied. - Reporting: Sourcewell clients with accounts in Language Testing International's Test Management System (TMS) will be identified as Sourcewell clients with a unique designation. This designation will enable the generation of specialized reports in Tableau on a quarterly basis or as needed. Additionally, the finance team will run regular reports in the payment management system to ensure accurate billing and invoicing for all Sourcewell clients. - Issue escalation and resolution: Any concerns will be immediately escalated to our billing department for swift investigation and correction. 	*

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.	<p>Language Testing International, Inc., tracks a range of metrics to ensure we are delivering value to our clients. Some examples of the internal metrics/key performance indicators (KPIs) to measure success with the Sourcewell agreement are listed below and will be tracked holistically as well as by US and Canada segments:</p> <ul style="list-style-type: none"> -Number of participating agencies registering for ACTFL assessments. -Volume and revenue generated from assessments ordered by Sourcewell participating members annually. -Growth in adoption rates by Sourcewell participating members. -Retention and renewal rates -Percentage of new vs. returning clients -Growth in testing year over year from participating members -Customer satisfaction rates (measured via surveys) -Reported impact on program goals, such as increase in numbers of issued credentials, improved program outcomes, etc. -Number of sales opportunities tracked in Salesforce by account executives directly linked to Sourcewell member agencies <p>Additionally, we will track sales generated from Sourcewell contracts separately to measure the performance of the Sourcewell agreement against our established goals.</p>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	<p>Language Testing International, Inc., proposes a 1% administrative fee payable to Sourcewell on all completed transactions to participating entities using our language testing services. Fee payment will be submitted to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Language Testing International, Inc's reporting period obligations.</p> <p>Payments will reflect our company name, Sourcewell-assigned Agreement number, and either mailed to "Attn: Accounts Payable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department direction.</p>	*

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.	If a participating entity is a current LTI client with an existing contract in place, the Sourcewell cooperative contract will not supersede an existing contract. Once the Sourcewell participating entity's contract with LTI has expired, the terms of the Sourcewell contract may be implemented.	*

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>Language Testing International's ACTFL Language Proficiency Assessment Services for use in Government, Non-Profit and Postsecondary Education contexts; frequently used for recruitment and hiring of bilingual talent, and for university level language students:</p> <p>Oral Proficiency Interview (OPI):</p> <ul style="list-style-type: none"> •Test Type: A scheduled telephone interview delivered by an ACTFL-certified (human) tester <ul style="list-style-type: none"> o Test takers provide two dates with times of availability to allow for LTI to match schedules with an ACTFL certified OPI Tester o Once scheduled, the exact date and time is then communicated to the test taker •Test Length: 15-30 minutes depending on the level of the test taker •Available Languages: (for commonly and less commonly requested languages) <p>Afrikaans, Albanian, Algerian, Amharic, Arabic, Armenian, Assyrian, Azerbaijani, Baluchi, Belorussian, Baluchi, Belorussian, Bengali, Bosnian, Bulgarian, Burmese, Cambodian/Khmer, Cantonese, Cape Verdean, Cebuano, Chechen, Chinese-Cantonese, Chinese-Mandarin, Croatian, Czech, Danish, Dari, Dhivehi, Dutch, Egyptian, English, Estonian, Ewe, Finnish, French, Fula/Peul, Fula/Toucouleur, Ga, Georgian, German, Greek, Gujarati, Haitian Creole, Haryanvi, Hausa, Hebrew, Hiligaynon, Hindi, Hmong, Hungarian, Igbo, Ilocano, Indonesian, Iraqi, Italian, Japanese, Javanese, Jordanian, Kazakh, Khmer, Kinkongo, Kinyarwanda, Kirghiz, Korean, Krio, Kurdish, Kurdish-Kurmanji, Kurdish-Sorani, Kuwaiti, Lao, Latvian, Lebanese, Levantine, Libyan, Lingala, Luganda, Macedonian, Malay, Malayalam, Mandarin, Mandingo-Malinke, Marathi, Mongolian, Moroccan, Nepali, Norwegian, Palestinian, Pashto, Pashto-Peshawari, Persian, Persian-Farsi, Polish, Portuguese-Brazilian, Portuguese-European, Punjabi, Romanian, Russian, Saudi, Serbian/Croatian, Sindhi, Sinhalese, Slovak, Slovenian, Somali, Spanish, Sudanese, Swahili, Swedish, Syrian, Tagalog, Taiwanese, Tajik, Tamil, Tausug, Telugu, Thai, Tibetan, Tigrinya, Tunisian, Turkish, Turkmen, Uighur, Ukrainian, Urdu, Uzbek, Vietnamese, Wolof, Wu, Yemeni, Yoruba</p> <ul style="list-style-type: none"> •Test Format: An adaptive test that includes a warm-up, level check questions, probes, and wind-down. Open-ended question prompts and topics are adapted to the interests of the test taker. The tester can ask more or less difficult questions based on the test taker's responses <p>Oral Proficiency Interview by Computer (OPIC):</p> <ul style="list-style-type: none"> •Test Type: An on-demand, internet-based speaking test taken by computer with question prompts delivered by video Avatar giving question prompts along a targeted range of language proficiency. •Test Length: 20-30 minutes 	

•Available languages: Arabic, Chinese Mandarin, English, French, German, Italian, Japanese, Korean, Pashto, Persian (Farsi), Portuguese, Russian, and Spanish.

•Test Format:

- o Approximately 15 open-ended questions are presented.
- o Test takers have up to 1 minute per question to respond. Responses are recorded and submitted for human-rating.

Writing Proficiency Test (WPT):

- Test Type: An on-demand, internet-based writing test delivered by computer
- Test Length: Approximately 40-60 minutes depending on the level of the test-taker
- Available languages: Albanian, Arabic, Chinese Cantonese, Chinese Mandarin, Dutch, English, French, German, Greek, Haitian Creole, Hebrew, Hindi, Italian, Japanese, Korean, Persian (Farsi), Polish, Portuguese, Russian, Spanish, Swedish, Turkish, Urdu, Vietnamese
- Test Format: 4 to 5 requests for writing at different levels of proficiency across a variety of topics

Listening Proficiency Test (LPT):

- Test Type: An internet-delivered listening test.
- Test Length: 50-75 minutes (depending on level of test taker)
- Available languages: Arabic, Chinese Mandarin, English, French, German, Italian, Japanese, Korean, Portuguese, Russian, Spanish
- Test Format: Recorded passages at specific levels of proficiency. Each passage has 3 questions with 4 multiple choice response options.

Reading Proficiency Test (RPT):

- Test Type: An internet-delivered reading test
- Test Length: approximately 50-75 minutes (depending on level of test taker)
- Available languages: Arabic, Chinese Mandarin, English, French, German, Indonesian, Italian, Japanese, Korean, Portuguese, Russian, Spanish
- Test Format: 8 to 15 reading passages. Each passage has 3 questions with 4 multiple choice response options.

For students in Grades 3 through 12, we offer:

ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL)

Test type:

- A web-based proficiency and performance assessment of K-12 standards-based language learning.
- It assesses tasks across the three modes of communication (interpretive, interpersonal, and presentational).
- It assesses all four skills: reading, writing, listening, and speaking for spoken languages and interpretive and receptive skills for signed languages.
- Test length: Each section or component of the AAPPL test lasts 30-45 minutes.
- Available languages: American Sign Language (ASL), Arabic, Chinese (Mandarin), English, French, German, Italian, Japanese, Korean, Portuguese, Russian, and Spanish. Also available is a unilingual Spanish test form designed for learners whose primary language is Spanish.

Format for spoken languages:

- Interpretive Listening (IL): test takers listen to audio prompts (descriptions, conversations, etc.) and answer multiple choice questions that measure their comprehension.
- Interpretive Reading (IR): test takers read authentic materials (emails, signs, articles, etc.) and answer multiple-choice questions that measure their comprehension.
- Interpersonal Listening and Speaking (ILS): this section simulates a conversation with a virtual chat partner. Test takers hear and respond to their chat partner's prompts via spoken responses. This section evaluates spontaneous interpersonal communication ability.
- Presentational Writing (PW): test takers complete writing tasks in response to several open-ended prompts. This section assesses their ability to express ideas in writing.

Format for American Sign Language

- Interpersonal Interaction (II): this section simulates a signed conversation with a video conversation partner. Test takers watch video prompts signed by the video partner and respond by signing their answers. This section evaluates a learner's ability to respond and express themselves in sign language.
- Receptive Comprehension (RC): test takers watch video prompts and answer questions that measure their comprehension. This section measures how well a test taker understands communicated information.

-Each test taker receives a Score Report and an official AAPPL Certificate, outlining their rating. Additionally, the Score Reports identify a proficiency range (along with pinpointing a narrower performance score), a descriptor of what a student at that level can do with the language, and strategies for continued proficiency development.

ACTFL Latin Interpretive Reading Assessment (ALIRA)

- Test type: a computer-adaptive test of reading proficiency in Latin. Available for learners of Latin in grades 5-12.
- Test length: 20-30 minutes
- Language: Latin
- Test format: ALIRA measures test takers' ability to understand written texts in Latin. ALIRA is adaptive, which means questions increase, decrease, or maintain a level of difficulty, depending on the test taker's performance during the test.

The ACTFL OPI/WPT for the Seal of Biliteracy (OPI/WPT bundle)

- Test type: This is a bundle of two flagship ACTFL assessments (Oral Proficiency Interview – OPI and Writing Proficiency Test – WPT) created especially for juniors and seniors pursuing the Seal of Biliteracy in less commonly taught languages.
- Test length: OPI – 20-30 minutes; WPT – 60-90 minutes.
- Available Languages: Albanian, Amharic, Bangla, Bosnian, Bulgarian, Cantonese, Croatian, Dari, Gujarati,

		<p>Haitian Creole, Hebrew, Hindi, Malayalam, Pashto, Polish, Swahili, Tagalog, Tamil, Thai, Turkish, Ukrainian, Urdu, Vietnamese, and Yoruba.</p> <p>-Test format: The OPI is a live, telephone-based interview with an ACTFL-certified tester. The WPT is an online assessment which measures the test takers' writing language proficiency.</p> <p>Rating Result Options and Turnaround Timelines:</p> <p>OPI, OPIc, and WPT Test Rating Result Options:</p> <p>Single-rated tests are evaluated by one (1) ACTFL certified rater to issue a score-only result on the ACTFL Scale of Proficiency within 1-3 business days.</p> <p>Double-rated tests are evaluated by a minimum of two (2) ACTFL certified raters to issue an official ACTFL rating accompanied by an ACTFL Certificate of Proficiency (valid for 2 years). If the ratings issued differ between raters, the recorded speech or writing sample goes through a rating arbitration process to finalize the rating result which may involve a third or fourth rating. Test results with the ACTFL certificate are posted within 5-10 business days.</p> <p>LPT and RPT tests measure receptive language skills. These tests are machine-scored, and results are posted to the client's test administration portal immediately upon completion of the tests.</p> <p>AAPPL/ALIRA test results are available as follows: 24 hours for receptive skills (Interpretive Reading, Interpretive Listening, Receptive Comprehension) as these tests are machine-scored; 5-10 business days for productive skills (Presentational Writing, Interpersonal Listening and Speaking, Interpersonal Interaction) as these tests are human scored by ACTFL-certified raters. (Spanish PW tests are also rated by a trained machine, making all Spanish writing tests double-rated).</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>OPTIONAL Remote Proctor Service (Government, Non-Profit, and Postsecondary Academic Entities):</p> <p>Using a webcam-enabled computer, a remote proctor service can be added to the test options allowing for anytime/anywhere testing with ID verification of the test taker. The service confirms the test-taker's identity and safeguards the integrity of the exam throughout the full length of the assessment to prevent cheating. Remote proctors are available 24/7/365. If using certified official assessments which include delivery of an ACTFL certificate of proficiency, a proctor is required (whether using a client-provided staff person as proctor or through the use of the remote proctor service).</p> <p>Academic K12 Proctoring:</p> <p>K12 assessments are proctored on-site by school staff. Language Testing International, Inc. provides comprehensive proctoring and security guides to help school staff understand and follow proper procedures that ensure a secure testing environment. For students 13 years of age and older (and in compliance with COPPA regulations), computer-based proctoring is available as an alternative when in-school proctoring is not feasible. This option is available for the AAPPL, ALIRA, and the WPT portion of the OPI/WPT bundle. Since the OPI is a live telephone-based assessment, it does not require computer-based proctoring.</p> <p>OPTIONAL Task Analysis (Government and Non-profit Entities)</p> <p>Prior to conducting assessments, to assist a government or non-profit entity in confirming a minimum level of language proficiency recommendation for specific job roles to establish legal defensibility of the assessments, LTI partners with its clients to conduct a data-driven Task Analysis procedure. If at any point a client has an interest in confirming a minimum level for bilingual job roles, LTI would be happy to partner with the entity in support of that effort. The Task Analysis procedure is described below.</p> <p>Language Testing International (LTI), with a group of Industrial and Organizational psychologists, developed the LTI Task Analysis process to assist organizations in establishing minimum proficiency levels for bilingual positions. The process requires the client to carefully select a group of "Subject Matter Experts" or SMEs who are familiar with communication tasks involved in the positions and represent all stakeholders in the selection of effective bilinguals for those positions. Through a series of data collection activities, the SME group identifies the communication tasks and functions; range of content/context areas; level of accuracy; and degree of elaboration needed to perform the bilingual position in question. SMEs work independently, answering an online survey to provide information and opinions about their job responsibilities, review ACTFL Proficiency Guidelines-2024, and review speech and/or writing samples at each level of proficiency. The LTI Task Analysis team compiles the data and conducts an analysis. LTI delivers the final Task Analysis Report, including recommended minimum level(s) or cut score(s) of proficiencies for the position(s).</p> <p>OPTIONAL Diagnostic Comments Grid (Government, Non-profit, and Postsecondary Education Entities)</p> <p>LTI can deliver a Diagnostic Grid outlining the areas of strength and weakness exhibited by a test taker. In the academic setting, Diagnostic Grids provide more granular feedback which may help target instructional strategies and empower test takers to work on specific areas for improvement. For government and non-profit contexts, Diagnostic Grids are particularly useful in identifying linguistic areas preventing a test taker from qualifying for the minimum level of language proficiency recommended for the job. Diagnostic Grids would not be necessary for every test taker and can be ordered on-demand, as needed for those who do not qualify. If the test taker does not fully meet criteria for the level needed for the job role, the grid outlines areas of functional ability for the level of proficiency achieved, and areas for improvement to reach the level recommended to qualify for the job. If an organization opts to retest the individual, LTI recommends a waiting period of at least 90 days (3 months) during which time the test taker should study, practice, and immerse themselves in the language. Proficiency in a language does not improve through testing in rapid succession.</p>

73	Describe any industries that you specialize in.	<p>Language Testing International, Inc. specializes in delivering language proficiency testing services across all industries where language education, language credentialing or certification, training, and hiring of bilingual talent occurs.</p> <p>Industries include Education (K12 through postsecondary/Higher Education), Finance, Banking, Insurance, Transportation, Travel and Tourism, Technology and IT, Language Services, Customer Service, Call Centers, Staffing and Recruiting, Legal, Healthcare/Medical, Construction, Hospitality, Manufacturing, Social Services, Telecommunications, Non-Profit, International Business and Trade, Federal Government (Departments of Defense, Defense Intelligence Agency, Homeland Security, etc), State Government, County Government, and City Government (Police, Fire, and Rescue/911 Emergency, Correctional Facilities, Community Services, Libraries, etc.) Energy and Utilities, Supermarkets, Accounting, Automotive, Defense & Aerospace, Entertainment, Food & Beverage, Information Technology, Casinos, Humanitarian Aid, Social Services, Language Services, Interpretation & Translation, NGO, Oil & Gas, Pharmaceuticals, Professional Sports, Publishing, Real Estate, Parks & Recreation, Restaurants, Retail, and Religious Organizations. We have clients spanning this list of industries and more.</p> <p>Wherever there is a need to assess the language proficiency of an individual claiming to be bilingual and the need to communicate in a target language is needed, we support the client need regardless of the industry.</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>Accessibility features are embedded in ACTFL assessments, which adhere to WCAG. 2.1 AA compliance (Web Content Accessibility Guidelines), providing accessible and inclusive testing for all users. The following embedded accessibilities are available to all test takers and require no accommodations request:</p> <ul style="list-style-type: none"> ·Screen reader compatibility with alt-descriptions for all images ·Keyboard navigation ·Color control ·Font size customization ·Magnification <p>Some accessibility features require advanced set-up within the test delivery platform for approved test takers. These include:</p> <ul style="list-style-type: none"> ·Closed captioning for the instructional videos and video chat partner videos ·Unlimited viewing for video chat partner videos ·Extended Testing Time for specific test components ·Other reasonable accommodations needed to support the test takers that are not covered in any of the above lists. <p>Language Testing International, Inc., is committed to providing access for all test takers to ACTFL assessments by providing reasonable accommodations appropriate to each individual's conditions and needs. LTI has established protocols regarding accommodation arrangements. As all test candidates have unique needs, test accommodations are individualized and handled on a case-by-case basis. It is suggested that accommodation requests be submitted as early as possible so that system setups are ensured to be in place before test takers log in to test.</p> <ul style="list-style-type: none"> -This online form https://form.asana.com/?k=bHSSwcRPsgEwRTfUu9r_6w&d=16125004755173 allows for the submission of requests for individual test takers or for multiple test takers in a single request. -On-screen instructions are provided while completing the form. -When the form is successfully submitted, a confirmation screen is displayed, and a confirmatory email is sent. -An email from accommodations@languagetesting.com will follow and will either confirm the accommodations request, ask for more details, if necessary, or inform that the request cannot be met for some reason. -The status of accommodations requests can be viewed on the LTI Client Site within the Accommodations Status menu. <p>Additional details and specific accommodations forms are available on our website for the K12 Academic Entities: https://www.languagetesting.com/k-12-test-accommodations and for Government, Non-Profit and Postsecondary Academic Entities: https://www.languagetesting.com/organizations-test-accommodations.</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>Language Testing International, Inc.'s platform regularly supports tens of thousands of simultaneous test administrations without issue. We leverage Amazon Web Service's (AWS') robust cloud-based infrastructure to ensure the highest levels of availability. LTI's systems are continually automatically monitored for performance and can respond instantaneously to load increases by making additional resources available, ensuring maximum uptime and a successful testing experience for our clients.</p> <p>Regarding specific communication platforms, for telephone-based assessments such as the OPI and OPIC, LTI's system connects test-takers via our state-of-the-art Interactive Voice Response (IVR) system, powered by industry leaders Twilio, as our primary communications partner, and Plum as our backup provider. Our system can instantly switch to the backup provider in the rare event of downtime on the part of the primary provider, allowing for a seamless testing experience that ensures, through redundancy, that all spoken responses are captured and stored securely on our infrastructure.</p> <p>To further secure responses, audio files upload continuously while each test is being completed and are temporarily held on an intermediary server before being compiled and transferred for permanent storage on our secure and redundant AWS cloud infrastructure.</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>Language Testing International, Inc., provides clients with a suite of robust integration options to connect quickly, securely, and at-scale. Whether you're looking to streamline user management or automate data exchange, our solutions are built to flex with your systems and workflows.</p> <p>Standard APIs for Fast, Flexible Integration: Our standards-based APIs allow you to integrate directly with LTI's services — enabling seamless data transfer and automation across your internal platforms.</p> <ul style="list-style-type: none"> • Designed for rapid deployment • Support custom workflows and logic • Backed by expert integration support <p>From authentication to user provisioning and test data exchange, our APIs make it simple to build what your team needs.</p> <p>Human Resources Information System (HRIS) & Applicant Tracking System (ATS) Integrations:</p> <p>Language Testing International, Inc., supports direct connections with popular HRIS and applicant tracking systems, allowing you to embed testing workflows directly into your hiring and onboarding processes.</p> <p>Workday ATS Easily sync user data and test results from LTI into your Workday environment to streamline talent evaluation and development.</p> <p>iCIMS ATS Connect with iCIMS to automate test assignment and results reporting for candidates — all within your recruiting flow.</p> <p>Oracle Taleo ATS Plug into Taleo to assign and track LTI's ACTFL assessments as part of your hiring or employee advancement programs.</p> <p>Secure File Transfers (SFTP): LTI supports secure SFTP connections for scheduled or on-demand data transfers.</p> <ul style="list-style-type: none"> • Ideal for large-scale data syncs • Encrypted transfers with logging and support • Customizable to fit your file formats and cadence <p>In the academic space, LTI offers a range of flexible integration solutions designed to make student rostering and test access efficient, secure, and easy to manage.</p> <p>Rostering and SSO via Clever (SIS) We support automated student rostering for AAPPL using Clever. Once connected, schools can enjoy seamless Single Sign-On (SSO) to the LTI Client Portal and directly into the tests — all from within your Clever dashboard.</p> <p>SSO through ClassLink LTI also supports secure SSO access via ClassLink, providing a streamlined experience for users accessing our Client Portal and tests.</p> <p>Additional Integration Options For districts and schools using other systems, we offer flexible rostering solutions including:</p> <ul style="list-style-type: none"> • OneRoster® • Secure API integration (JSON) • SFTP connection to your Student Information System (SIS) <p>Our integration specialists will work closely with Sourcewell's participating entities to understand their technical environment, configure secure connections, and provide ongoing support to ensure performance and reliability. IT integrations involve a separate Statement of Work due to the client-specific customization requirements to build system connections.</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".		*
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.		*
79	Describe the interpreter testing, screening, and evaluation process for: 1. Spoken Language Interpreters 2. American Sign Language (ASL) Interpreters		*

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".		*
81	Describe the translator testing, screening, and evaluation process.		*
82	Describe how you ensure that localized materials are culturally appropriate, accessible, and relevant.		*
83	Describe any Translation Management System(s) (TMS) your company uses to support the delivery of translation services. 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.		*

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 *	
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84	Describe how your language testing is administered (e.g., onsite, remote, ID verification required).	<p>Proctoring of language assessments (test administration location) is determined by a client's needs. LTI supports three (3) proctoring options for which a client can have any or all three options activated in their LTI client site account:</p> <ul style="list-style-type: none"> •On Site Testing: using a client's staff as proctor, tests will be taken at a client-designated location, at a date and time arranged by the client and communicated directly with their test takers. At the arranged location, date, and time, a client-provided proctor will greet the test taker, verify their government-issued photo identification to confirm their identity, and ensure the test taker does not have access to test aides, notes, mobile phones, dictionaries or other support materials prior to providing the test taker with test access instructions. •Off-Site Testing: this option is known as an "unofficial" test as identity verification of the test taker does not occur. Once an off-site test is ordered, test instructions will be directly emailed to the test taker to take the assessment anytime, anywhere convenient to them and within the expiration timeline established by the client. This option puts the onus on the test taker not to cheat or misrepresent themselves during testing. Official ACTFL certificates are not available for unproctored tests. •Remote Testing: once a test request is submitted for a remotely proctored test, an email is sent directly to the test taker to select a date and time (specific to their time zone) to book the test appointment with a virtual remote proctor. As soon as the appointment is booked, a second email is sent to the test taker confirming the appointment and includes pretest preparation instructions to follow prior to the test appointment date and time. <p>If ordering a certified, official test that includes a score and ACTFL, ILR or CEFR certificate of proficiency, an on-site or remote proctor is required for ID verification of the test taker. LTI cannot issue a certificate of proficiency without confirming the identity of the test taker and ensuring the integrity of the assessment has not been compromised during the test.</p>
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).	<p>To ensure the quality and validity of the ACTFL tests, only ACTFL/ILR-trained and certified OPI (human) Testers conduct the telephonic interviews, and all ACTFL/ILR OPI, OPIc, WPT, and AAPPL tests are rated by trained and certified (human) Raters. ACTFL is the professional organization that is widely recognized as qualified in the industry and that trains and certifies the Raters. The ACTFL/ILR Rater training and certification for speaking and writing tests is rigorous and designed to ensure testing accuracy, integrity, and the maintenance of our inter-rater reliability levels, which are among the highest in the industry. Tester/Rater certification is valid for 4 years. Language Testing International, Inc., works with over 1,300 ACTFL-certified Testers and Raters to perform the services in delivering rating results of completed tests.</p> <p>Scoring for OPI, OPIc, WPT: These are subjective, productive skills tests which are human-scored by ACTFL-certified Raters. Scoring for RPT, LPT: These are objective tests which are machine-scored. Scoring for AAPPL, ALIRA, OPI/WPT SOBL Bundle: Productive skills components of these tests are scored by ACTFL-certified Raters. Receptive skills are objectively assessed and are machine-scored.</p> <p>Additionally, the Presentational Writing component of the Spanish AAPPL is both machine-scored and human scored, resulting in 100% of Spanish Presentational Writing (PW) tests being doubled rated.</p> <p>The machine scoring system, similar to the human raters, assesses the AAPPL PW responses based on several parameters, as described in the ACTFL Performance Descriptors, including functions (global tasks the learner can perform in the language), context/content (situations and topics the learner can comprehend and discuss), text type (comprehension and production capabilities for performing functions), and comprehensibility (accuracy and vocabulary use). ACTFL tests match or exceed industry standards for scoring reliability. The OPI, OPIc, WPT, RPT, and LPT have been reviewed and approved by ACE for college credit. The AAPPL has been externally reviewed for validity and reliability. ACTFL Quality Assurance and Quality Control processes involve regular monitoring and renorming of Raters to ensure reliability of scores.</p> <p>Language Testing International, Inc. Is the sole-source provider of ACTFL assessments rated on the ACTFL scale using ACTFL-certified raters. No other testing company can align their scores with ACTFL ratings.</p> <p>Language Proficiency Scales or Frameworks of Reference:</p> <p>The Interagency Language Roundtable (ILR), ACTFL, and Common European Frameworks of Reference for Languages (CEFR) are the three major systems for describing language proficiency. The ILR scale, developed by the U.S. government offers ratings from 0 to 5 and focuses on practical communication skills needed for government and military contexts. The ACTFL Proficiency Guidelines define ACTFL ratings from Novice Low up to Superior and were initially created to complement the ILR scale for non-federal government language assessment needs. The ACTFL scale further refined the performance descriptions and expanded the range of proficiency levels for use in commercial, non-federal government, non-profit, and academic markets. The Common European Framework of Reference for Languages (CEFR) emerged as a broader, internationally focused framework, issuing ratings from A1 to C2, aiming to harmonize language education and assessment across Europe.</p> <p>Based on extensive research, linking and validation studies, CEFR ratings can be assigned on ACTFL assessments, in all languages. Please note that these are one-directional correspondences. To date, no CEFR-based test, or other international test not developed by ACTFL, has been linked to the ACTFL scale. To view the crosswalk aligned chart between using an ACTFL assessment aligned to a CEFR rating, visit page 5 of https://www.actfl.org/uploads/files/general/Assigning_CEFR_Ratings_To_ACTFL_Assessments.pdf</p>

86	Describe how your language training programs are adapted to the specific operations needs and contexts of public sector clients.	<p>Language Testing International, Inc.'s area of expertise lies within the language proficiency testing domain. Language training is factored into the resources provided for the Academic K12-University instructors in helping student learners in their performance toward proficiency in languages. For individuals who claim to be fluent in a language, we test their unrehearsed ability to communicate in a target language without access to test aids, dictionaries, or any external help during the assessment.</p> <p>Understanding Language Proficiency: Proficiency refers to the ability to perform an action or function. Language proficiency specifically describes one's ability to use a language for real-world purposes to accomplish real-world linguistic tasks across a wide range of topics and settings. Language users can certify their proficiency with an ACTFL proficiency test, which measures their ability to carry out these real-world tasks.</p> <p>Language proficiency is an invaluable skill for individuals worldwide. With ACTFL assessments, individuals can test and demonstrate their speaking, writing, reading, and listening proficiency in a language in the interpersonal, interpretive, and presentational modes of communication.</p> <p>Differing from an achievement test, which measures knowledge of specific information (what a person knows), a proficiency test targets what an individual can do with what they know.</p> <p>What Is Language Proficiency? Language proficiency relates to a person's ability to produce and understand a particular language. Proficiency test scores reflect the level at which a person can communicate in the language that they test in. Your proficiency level reflects how well you can read, write, and respond in a given language. Language learners, native speakers, and true bilinguals can all benefit from measuring their ability to communicate in a language in everyday applications.</p> <p>What Does It Mean to Be Proficient in a Language? Highly proficient second-language users are accurate and adaptable in a range of conversational and professional applications. An ACTFL language proficiency rating is a demonstration of your current language abilities that you can share with current and future colleagues or employers. You can share your proficiency rating with prospective employers to prove that you possess the language skills they desire. Plus, you may retake proficiency tests in the future to exhibit improvements as you learn more and grow in your language skills.</p> <p>Proficient world language users employ their language skills in flexible, practiced, and unrehearsed ways. Some may have grown up in a bilingual home or used the language since childhood while others may have learned in a traditional classroom setting or from studying or living abroad. A rating on the proficiency scale does not consider how many semesters or years someone has been learning a language, what textbooks or other materials they have used, or even a learner's knowledge of grammar — it is solely based on their demonstrated ability to use language to accomplish real-life tasks.</p> <p>To help test takers prepare for their assessments, for employment testing in government and non-profit entities or postsecondary Academic entities, LTI provides Test Taker Guides for the specific mode(s) of communication to be tested (OPI, OPIc, WPT, LPT or RPT). The guides include information to familiarize the test taker with what to expect during testing and include tips for optimal performance guidelines.</p> <p>For academic K12 entities, teachers are provided with language training resources, and practice tests for student learners to understand what to expect during the test as they continue to study and learn in their pursuit of acquiring second language communication skills.</p>
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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 *
	<div><input type="radio"/> Yes</div> <div><input checked="" type="radio"/> No</div>

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](#) - Language Testing International Price Proposal- Sourcewell RFP 081225.xlsx - Monday August 11, 2025 14:28:59
- [Financial Strength and Stability](#) - LTI Financial Statements 2023-24.pdf - Monday August 11, 2025 14:48:42
- [Marketing Plan/Samples](#) - LTI Sourcewell Marketing Material Examples.zip - Monday August 11, 2025 14:49:16
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Monday August 11, 2025 21:11:15
- Requested Exceptions (optional)
- [Upload Additional Document](#) - ACTFL Letter Exclusive Licensee_Sole Source Letter-1.pdf - Monday August 11, 2025 21:08:46

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.

- Renee Tarrant, Global Accounts Manager, Language Testing International, Inc.

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