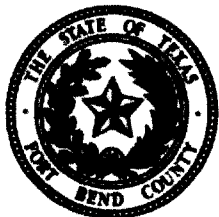


COUNTY PURCHASING AGENT
Fort Bend County, Texas



Debbie Kaminski, CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

August 30, 2019

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 19-071 Language & Sign Language Interpreting Services

Addendum 1:

Download the Addendum 1 Bid document and Pricing Form. Vendors are to use the Amended Bid document and Pricing Form while preparing their solicitation response. Due date is now 9/10/19, 2:00PM, specifications have been added and additions to the pricing form.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal with the Fort Bend County Purchasing Department at jessica.carabajal@fortbendcountytexas.gov.

SD Translations LLC
Company Name

[Signature] 9/3/2019
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

[Signature]

Cheryl Krejci, CPPB
Senior Buyer

***Amended 8.30.19**

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Language and Sign Language Interpreting Services
BID 19-071**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

***Tuesday, September 10, 2019
2:00 PM (Central)**

LABEL ENVELOPE:

**BID 19-071
INTERPRETING SERVICES**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	SD Translations LLC		
Business Name (if different from legal name)			
Federal ID # or S.S. # 82-0866671	DUNS #		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 14
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	2522 Texana Way		
City/State/Zip	Richmond, TX 77406		
Physical Address	same as above		
City/State/Zip			
Phone/Fax Number	Phone: 281-639-0479	Fax: 281-633-0784	
Contact Person	Sandra L. Dejeux		
E-mail	sd@sdtranslations.org		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____	
	SBE-Small Business Enterprise _____	Certification # _____	
	HUB -Texas Historically Underutilized Business _____	Certification # _____	
	WBE-Women's Business Enterprise <input checked="" type="checkbox"/> _____	Certification # VS0000016702	
Company's gross annual receipts	<\$500,000 <input checked="" type="checkbox"/> _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	541930		
Signature of Authorized Representative			
Printed Name	Sandra L. Dejeux		
Title	Manager/Owner		
Date	09-04-2019		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or

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clarification is **Tuesday, August 27, 2019 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Vendor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from Vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this

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contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the Vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling.

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Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present

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evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 **Assignment:** The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 **Term Contracts:** If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 **Maintenance:** Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 **Contract Obligation:** Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 **Title Transfer:** Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration

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of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first four (4) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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1.36 **Modifications:** This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 **Invoices and Payments:**

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy

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- of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller

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warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

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2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subVendors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent

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the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide language and/or sign language interpreting services which meet or exceed the following specifications as stated herein, all Federal Emergency Management Agency (FEMA), and federal rules and regulations.

4.0 TERM OF CONTRACT:

This contract is for the period ending **31 March 2020**, renewable annually for four (4) years (through 31 March 2024) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code:** By signature on vendor form, Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Vendor represents pursuant to Section 2252.152 of the Texas Government Code, that Vendor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 INSURANCE:

- 6.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 6.2 At contract execution, Vendor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Vendor shall provide certified copies of insurance endorsements and/or policies if requested by County. Vendor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Vendor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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- 6.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 6.2.5 Errors and Omissions Professional Liability insurance with a limit of \$1,000,000.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Vendor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

7.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in

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the matter.

- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade Vendors and any other Vendor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade Vendor providing such insurance.

8.0 TEXAS ETHICS COMMISSION FORM 1295:

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 8.2 On-line instructions:
 - 8.2.1 Name of governmental entity is to read: Fort Bend County.
 - 8.2.2 Identification number used by the governmental entity is: B19-071.
 - 8.2.3 Description is the title of the solicitation: Interpreting Services.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

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9.0 FEDERAL CLAUSES

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

9.1 Clean Air Act and the Federal Water Pollution Control Act.

a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9.2 Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

9.3 Debarment and Suspension.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

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principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.4 Byrd Anti-Lobbying Amendment.

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

9.5 Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their

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political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

9.6 Procurement of Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9.7 Access to Records.

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9.8 DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

9.9 Compliance with Federal Law, Regulations, and Executive Orders.

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The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.10 No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

9.11 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

9.12 Civil Rights and Non-Discrimination.

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

a. Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

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c. Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

d. Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

e. Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

f. Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

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Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

9.13 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

9.14 Disaster Reservists.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

9.15 False Statements Act.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

9.16 Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

9.17 Retention of Records.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

10.0 SPECIFICATIONS, REQUIREMENTS and BID PRICING:

Additional specifications are found on the bid pricing form downloadable from Fort Bend County's website. See Section 1.4. Vendor is to provide pricing per hour to include but not limited to: mileage, travel expenses, etc. No additional fees are permitted other than the unit bid price included on the pricing form.

10.1 Vendor must provide language and/or sign language interpreting/translation Monday through Friday, Emergencies, Holidays and evening hours as specified herein. Please visit the County's website for a list of holidays:

<https://www.fortbendcountytexas.gov/your-county/about-us/county-holidays>. The

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Pricing Form Excel file includes three (3) categories of translation/interpretation services. Vendor is not required to bid on all categories.

- 10.2 During Emergency Disasters, vendor must provide language and/or sign language interpreting services within a 12 hour notice from Fort Bend County.
- 10.3 Vendor is required to provide interpreting services for emergency disasters ("Project") as well as for normal business, in accordance with the terms, conditions and requirements as stated herein and pursuant to Federal Emergency Management Agency (FEMA) and federal rules and regulations.
- 10.4 Vendor must provide Interpreter Services following Government Code Title 2. Judicial Branch, Subtitle D. Judicial Personnel and Officials, Chapter 57. Court Interpreters, Subchapter A. General Provisions, and provide a current copy of his/her certificate and/or license for Court Interpreter or Medical Interpreter from Texas Health and Human Services with their bid response.
- 10.5 Vendor must accept fax and email appointments by Fort Bend County. Telephone requests will not be permitted.
- 10.6 Vendor must adopt and implement workplace guidelines concerning persons with AIDS and HIV infection. Vendor must also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees and clients served in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Sec. 5.03 and Sec. 5.04.
- 10.7 Vendor must permit Fort Bend County to audit/inspect records and reports, review services and/or evaluate the performance of these services at any time. The Vendor must provide reasonable access to all the records and other necessary data and information needed to accomplish reviews of program activities, services and expenditures.
- 10.8 Fort Bend County will pay on an hourly basis ONLY with NO reimbursable charges (i.e. travel time, parking, etc.). The price per hour MUST include any and all reimbursable charges. DO NOT separate reimbursable charges. No additional fees are permitted.
- *10.9 The responding vendor must provide the required certificate/s pertaining to the services in which their bid pricing is responding to.
- *10.10 Healthcare Interpreters must provide a copy of their Certification Commission for Healthcare Interpreters certificate and/or National Board of Certification for Medical Interpreters certificate.
- *10.11 Court Interpreters are required to provide a copy of their Master Court Interpreter

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certificate with bid response.

11.0 INVOICES:

11.1 Vendor must supply an invoice containing the following:

11.1.1 Date of service.

11.1.2 Type of service provided.

11.1.3 Name of client.

11.1.4 Total numbers of hours.

11.1.5 Name, address and federal ID number of service provider.

12.0 REFERENCES:

Vendors are required to submit, with bid, a minimum of three (3) letters of recommendation, on reference provider's letterhead, regarding language and sign language interpreter services, from whom they have provided these services during calendar year/s 2017, 2018 and/or 2019, including: company/entity name, representative name, phone number, email address and physical address.

13.0 AWARD:

This contract will be awarded to all bidders meeting specifications.

14.0 REQUIRED FORMS:

All bidders are required to complete the attached and provide with their submission:

14.1 Proof of Required Insurance

14.2 References, See Section 12.0.

14.3 Certificate

14.4 Vendor Form

14.5 W9 Form

14.6 Tax Form/Debt/Residence Certification

14.7 No Bid Questionnaire

CONTRACT SHEET
B19-071

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 5th day of November, 2019,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
SD Translations LLC (hereinafter designated Vendor).
(company name)

WITNESSETH:

The Vendor and the County agree that the bid and specifications for **Language and Sign Language Interpreting Services**, which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 5th day of November 2019.

Fort Bend County, Texas

By: K P George
County Judge K P George

By: Dejeux
Signature of Vendor

By: Sandra L. Dejeux, Owner/Manager
Printed Name and Title

Vendor Name:		SD Translations LLC			
Court Interpreting Services		Language Interpreting Bid Prices		Sign Language Interpreting Bid Prices	
		Per Hour	Per Hour After Minimum Hours	Per Hour	Per Hour After Minimum Hours
Regular (with 24 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$ 150/ \$ 135*SP	\$ 150/ \$ 135*SP	N/A	N/A
	Monday through Friday, after 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, after 5:00 PM (four (4) hour minimum)	\$165.00	\$165.00	N/A	N/A
Emergency (with less than 24 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Monday through Friday, after 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, after 5:00 PM (four (4) hour minimum)	\$165.00	\$165.00	N/A	N/A
Emergency Disasters (with less than 12 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Monday through Friday, after 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$150.00	\$150.00	N/A	N/A
	Weekend, after 5:00 PM (four (4) hour minimum)	\$165.00	\$165.00	N/A	N/A
Holidays	Monday through Sunday, 8:00 AM - 5:00 PM (four (4) hour minimum)	\$165.00	\$165.00	N/A	N/A
	Monday through Sunday, after 5:00 PM (four (4) hour minimum)	\$165.00	\$165.00	N/A	N/A

Provide a List of all Languages Vendor Interprets with bid response.

Arabic	NOTE: All other languages will require a quote.
Bosnian	Any cancelation with less than a 24-hour advance notice will generate
Chinese (Cantonese and Mandarin)	a 2-hour cancelation fee. No exceptions.
French	
Guajarati	
German	
Hindi	
Portuguese	
Punjabi	
Romanian	
Serbian	
*Spanish \$ 135.00 M-F from 8:00 to 5:00	
Turkish	
Urdu	
Vietnamese	
* Korean available at \$ 230 per hour	

Vendor Name:		SD Translations LLC			
Healthcare/Medical Interpreting Services		Language Interpreting Bid Prices		Sign Language Interpreting Bid Prices	
		Per Hour	Per Hour After Minimum Hours	Per Hour	Per Hour After Minimum Hours
Regular (with 24 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Monday through Friday, after 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, after 5:00 PM (two (2) hour minimum)	\$108.00	\$108.00	N/A	N/A
Emergency (with less than 24 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Monday through Friday, after 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, after 5:00 PM (two (2) hour minimum)	\$108.00	\$108.00	N/A	N/A
Emergency Disasters (with less than 12 hour notice)	Monday through Friday, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Monday through Friday, after 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$90.00	\$90.00	N/A	N/A
	Weekend, after 5:00 PM (two (2) hour minimum)	\$108.00	\$108.00	N/A	N/A
Holidays	Monday through Sunday, 8:00 AM - 5:00 PM (two (2) hour minimum)	\$108.00	\$108.00	N/A	N/A
	Monday through Sunday, after 5:00 PM (two (2) hour minimum)	\$108.00	\$108.00	N/A	N/A
Provide a List of all Languages Vendor Interprets with bid response.					
Arabic		NOTE: All other languages will require a quote.			
French		Any cancelation with less than a 24-hour advance notice will generate			
Mandarin		a 2-hour cancelation fee. No exceptions.			
Spanish					
Vietnamese					
Other languages available without certification.					

S.D.



SD Translations

September 5, 2019

To Whom It May Concern:

On August 29, 2019, one (1) envelope containing SD Translations LLC Bid Package for Fort Bend County BID 19-071 was delivered to the Fort Bend County Purchasing Department (see attached acknowledgment of receipt). On August 30, 2019, the Fort Bend County Purchasing Department posted Addendum 1 to BID 19-071 providing a Questions and Answers sheet and a Pricing Form that requested a bid for court interpreter services based on a 4-hour minimum, not a 2-hour minimum as stated on the original bid, and two other categories for interpreting services. This bid package is in response to such addendum. Therefore bidder believes that this bid qualifies as "multiple bids for different products or services," as stated in section 1.23 (page 6) of BID 19-071.

Thank you,

A handwritten signature in black ink, appearing to read "Dejeux", written over a horizontal line.

Sandra Larisa Dejeux, M.A.
Texas Spanish Master Licensed Court Interpreter No. 1655
National Certified Healthcare Interpreter Cert. No. 008

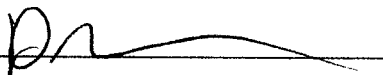
2522 Texana Way
Richmond, TX 77406
281-639-0479
www.sdtranslation.org



SD Translations

Acknowledgement of Receipt

By this means I acknowledge that I have received one (1) envelope containing SD Translations LLC Bid Package for Fort Bend County BID 19-071, requesting interpreting services. The bid package was received on August 29, 2019 at: 11:27am

Signature: 

Printed name: 

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Sandra Dejeux, the undersigned representative of
(Person name)

SD Translations LLC

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

05/13/2019

DATE

Owner/Manager

POSITION / TITLE

Sandra L. Dejeux

Digitally signed by Sandra L.
Dejeux
Date: 2019.05.13 13:51:48 -05'00'

SIGNATURE OF COMPANY REPRESENTATIVE

Sandra Dejeux

2522 Texana Way, Richmond, TX 77406
Mobile phone. 281-639-0479

e-mail: sd@sdtranslations.org
website: www.sdtranslations.org

STRENGTHS

Excellent reading, writing, and verbal skills in Spanish and English. Conversational skills in Italian and fluent in French. Well-traveled, extensive knowledge of legal and medical terminology in both English and Spanish.

PROFESSIONAL EXPERIENCE

2017-2019 SD Translations LLC

Founder and owner of SD Translations LLC, a Woman and Minority Owned Entity in Texas that provides interpreting and translation services in all languages to the Houston Metro Area. Responsibilities include:

- General management of the agency
- Providing Spanish interpretation services for medical and legal interpreting requests
- Providing translation and transcription support to different law firms and courts
- Translated Lisam Systems website
- Created materials for the new Center for Professional Education at Austin Legal Interpreters Certificate Program
- Providing translation and interpreting services to the City of Sugar Land Municipal Court for all language pairs

2016-2017 Fort Bend County In-House Interpreter and Translator

Worked as an in-house interpreter and translator at the FBCDC. Responsibilities included:

- Interpreting services for magistrate court, county courts at law, and district courts for hearings and trials
- Forensic transcriptions and translation of audios
- Translation of forms, translation of briefs, translation of appeals briefs, and other legal documents
- Co-authored the First Fort Bend County Language Access Program (LAP)
- Created the Language Access Department to serve all district and county courts at law
- Secured a grant from the National Center for State Courts to expand the Language Access Program and optimize language access services for Limited English Proficient individuals

2001-2015 Freelance Interpreter and Translator.

As a translator, worked for over twenty years translating legal, medical, educational, and other documents from English to Spanish, and vice versa. As an interpreter experience includes interpreting for:

- Municipal, county, and district court hearings and trials
- Immigration courts and the ICE Detention Center
- Workers Compensation and legal depositions
- Memorial Hermann Hospital
- Texas Children's Hospital at Sugar Land, Texas

- Methodist Hospital in Sugar Land, Texas
- M.D. Anderson Cancer Center

OTHER EXPERIENCE

- Working as an instructor at the University of Texas at Austin Center for Professional Education
- Participated as a Subject Mater Expert (SME) for the Certification Comission for Healthcare Interpreters(CCHI) during the creation of the Healthcare interpreters exam
- Participated as a guest speaker for CCHI and presented a webinar on High Risk Pregnancies and Genetic Counseling for Interpreters, with over 350 attendees
- Served as President of the Houston Interpreters and Translators Association (HITA), both as an interim president and for a one-year term
- Accredited as a JBCC, ATA, IMIA, and CCHI training provider for continuing education courses
- Texas Delegate for the Certification Commission for Healthcare Interpreters (CCHI)
- Guest speaker for International Translation Day at UTSA 2016 Colloquium
- Guest speaker at the University of Houston 2016 Language and Professions Translation Series
- Served on the Translation and Interpretation Advisory Board of Houston Community College (HCC) in 2016
- Served as a member of the TAJIT advisory committee for legislation changes and regulations regarding legal interpreters in 2016-2017
- HITA liaison for the TAJIT legislation committee 2016-2017
- Member of the NAJIT Bench and Bar Committee
- Worked in Customs Broking Agencies in Mexico
- Worked for the Tourism and Economic Development Department in Monterrey, Mexico

EDUCATION

- B.A. in International Studies from the University of Monterrey, Mexico
- M.A. in Spanish Translation and Interpreting

LICENSES AND CERTIFICATES

- Spanish Master Licensed Court Interpreter in th [REDACTED]
- Spanish Certified Healthcare Interpreter (CCHI) [REDACTED]

MEMBERSHIPS

HITA, TAHIT, TAJIT, and NAJIT

JUDICIAL BRANCH CERTIFICATION COMMISSION

This is to certify that

SANDRA L DEJEUX

IS LICENSED AS A COURT INTERPRETER UNDER THE
PROVISIONS, GOVERNMENT CODE, CHAPTER 157.

LICENSE TYPE: MASTER SPANISH

LICENSE NUMBER: [REDACTED]

EXPIRATION DATE: January 31, 2020

SIGNATURE



David Slayton, Administrative Director
Office of Court Administration

CERTIFICATION COMMISSION FOR HEALTHCARE INTERPRETERS



The Certification Commission for Healthcare Interpreters has conferred the designation of

Certified Healthcare Interpreter™
Spanish/English

upon

Sandra L. Bejeux

who has satisfactorily met all the requirements for renewal of this Certification.

This Certification renewal is valid provided that the individual named above adheres to the Certification Commission for Healthcare Interpreters' requirements regarding maintaining the individual's credential, including completion of continuing education requirements.

Signed and Attested this 15th of January, 2019.

A handwritten signature in black ink, appearing to read "W. Bejeux", written over a horizontal line.

Chair

A handwritten signature in black ink, appearing to read "Linda Golley", written over a horizontal line.

Vice Chair

CCHI [REDACTED]

Expiration date: This certificate expires 4 years from the date it was signed.

Certification's initial award date: 15th of January, 2011.



CITY OF SUGAR LAND
Municipal Court

1200 Highway 6 South
Sugar Land, TX 77478

August 23, 2019

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson Street, Suite 201
Richmond, Texas 77469

Letter of Recommendation: Sandra L. Dejeux, SD Translations

To Whom It May Concern:

This Letter of Recommendation may be used for any purpose needed to advance or help advance SD Translations, a company owned and operated by Sandra L. Dejeux. It has been a pleasure doing business with this company over the last year and my associates here at the Sugar Land Municipal Court have mentioned that they have enjoyed the same level of service since 2015.

Ms. Dejeux is professional and is very familiar with courtroom decorum. I have come to depend on her prompt and efficient communications regarding the appointments we schedule, in spite of the many changes we encounter in our line of work. Her flexibility and cooperation is greatly appreciated.

Lastly, I must commend her for going above and beyond this last year when our Purchasing Department imposed greater restrictions on how we were previously conducting our business with her company. She helped this court to streamline our billing process and the process we use to locate and hire interpreters for our trials.

I hope to continue our affiliation for many more years. Please do not hesitate to call on me if you need anything else. I am pleased to be a reference for SD Translations.

Sincerely,

A handwritten signature in black ink that reads "Terry Teri".

Terry Teri
Courtroom Services Supervisor
Sugarland Municipal Court



TUV Rheinland
of North America

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson St., Suite 201
Richmond, TX 77469

Eduardo Lucio-Villalon
Email: evillalo@us.tuv.com

Date: August 26, 2019

To Whom It May Concern:

It gives me great pleasure to recommend the services of SD Translations LLC. We have used their interpreting and translation services a few times and have always been completely satisfied with their performance. They are punctual, cordial to their clients, have reasonable fees, and most importantly, always meet their deadlines.

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Eduardo'.

Eduardo Lucio-Villalon
International Key Account Manager

TUV Rheinland
of North America, Inc.

1279 Quarry Lane Suite A Pleasanton CA 94566

Tel 925-249-9123
Fax 925-249-9124
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Mail info@tuv.com
Web www.tuv.com

ABC LOGISTIC, LLC

*4237 U.S. Hwy 57
Ph. (830) 757-6860
Eagle Pass, Texas 78852*

August 23, 2019

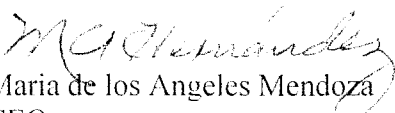
Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

To Whom It May Concern:

We are happy to recommend Sandra L. Dejeux and her company, SD Translations LLC. We have known Mrs. Dejeux for over 30 years, as she started her carrier as one of our employees, providing interpreting and translating services for our business both in the United States and in Mexico. Throughout the years our company has continued to seek her services whenever we require interpreting or translating services. SD Translations has provided interpreting services for over the phone and business meetings. They have also translated financial, legal, and technical documents on many occasions for our business. They are a trusted and reliable company with reasonable prices.

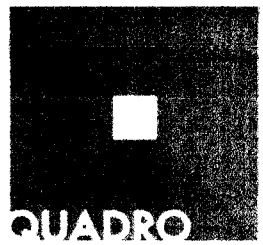
Please feel free to contact us if you have any questions or need any further information.

Sincerely,


Maria de los Angeles Mendoza
CEO

Quadro Architecture, LLC

1626 Winston Homestead Dr.
Richmond, TX 77406
713-416-6164 | cesard@quadroarchitecture.com



August 26, 2019

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson Street, Suite 201
Richmond, TX 77469

RE: Business Reference Letter for Company

To Whom It May Concern:

We are writing this letter to recommend the services of SD Translations LLC. We have occasionally used the services of this company for more than ten (10) years now, and we have never had a problem with their services. They are very professional, well versed in different terminology, according to the field of work of each company, and have reasonable prices. We feel confident that if they are given the opportunity to provide services for the county, they will not disappoint you.

Sincerely,

Cesar Dominguez

CEO

A handwritten signature in black ink, appearing to be "Cesar Dominguez", written over the printed name. The signature is stylized and somewhat circular.

*The City of Austin
Small & Minority Business Resources Department affirms that*

SD Translations, LLC

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

Minority-Owned Business Enterprise and Women-Owned Business Enterprise

by the City of Austin.



A handwritten signature in black ink, appearing to read "V. Briseño".

Veronica Briseño, Director
Small & Minority Business Resources Department

EXPIRATION DATE:

06/16/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

Employers' Handbook on HIV/AIDS

A Guide for Action

International Organisation of Employers

The Handbook was elaborated with information provided by IOE members from the following countries, sectoral associations and individual companies:

IOE members:

Africa: Cameroon, Democratic Republic of Congo, Ghana, Kenya, Malawi, Mali, Mozambique, Namibia, Nigeria, South Africa, Swaziland, Uganda and Zimbabwe.

America: Barbados, Brazil and the United States of America

Asia: Japan, Malaysia, Thailand and the Philippines

Europe: Germany, Italy, Norway and Switzerland

Sectoral associations: **Kenya:** Kenya Tea Growers' Association. **South Africa:** Chamber of Mines.

Individual companies: **Cameroon:** Alucam. **France:** Pechiney Aluminium. **Malaysia:** Regent Kuala Lumpur. **Norway:** Veidekke. **Philippines:** Philacor Corporation. **South Africa:** AngloGold, Anglo Platinum, BMW SA(PTY)Ltd, BP Africa Region, Caltex, Goldfields, Harmony Gold Mining, Nedcor Bank, Old Mutual, Pg Group, SAPPI, Woolworths. **USA:** Chevron Corporation, Levi Strauss & Co., Rohm & Haas Company, UNOCAL Thailand.

UNAIDS/02.17E (English original, May 2002)
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Errors and omissions excepted, the names of proprietary products are distinguished by initial capital letters.



Joint United Nations Programme on HIV/AIDS
UNAIDS

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Employers' Handbook on HIV/AIDS

A Guide for Action

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International Organisation of Employers



UNAIDS
UNICEF • UNDP • UNFPA • UNHCR
ILO • UNESCO • WHO • WORLD BANK

PREFACE

The HIV/AIDS epidemic has become a global crisis affecting all levels of society. Increasingly affected is the business world, which is suffering not only from the human cost to the workforce but also in terms of losses in profits and productivity that result in many new challenges for both employers and employees.

Across the world, AIDS is having a direct and indirect impact on business. In southern Africa, for example, it is estimated that more than 20% of the economically active population in the 15–49-year-old age group are infected with HIV. In the workplace, employers are experiencing reduced productivity as a result of employee absenteeism and death. Consequently, employers are being challenged to manage the impact of HIV/AIDS in the workplace, which includes dealing with issues of stigma and discrimination, changing requirements for health-care benefits, training of replacement staff, and loss of skills and knowledge among employees.

One of the missions of the International Organisation of Employers (IOE) is to facilitate the transfer of information and experience to employers' organizations in the social and labour fields. It is hoped that this Handbook will serve as a guide to employers' organizations and their members in their endeavours to mitigate the impact of HIV/AIDS on their companies and business environments. The Handbook outlines a framework for action by both employers' organizations and their members, providing examples of innovative responses to the pandemic by their counterparts in other parts of the world. Constructive and proactive responses to HIV in the workplace can lead to good industrial relations and uninterrupted production.

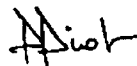
The Handbook was elaborated with information provided by IOE members, sectoral associations and individual companies, as listed on the inside cover. Without the extra effort that they made to document initiatives in their countries and companies, this Handbook would not have been possible.

The Joint United Nations Programme on HIV/AIDS (UNAIDS) is the leading advocate for global action on HIV/AIDS, and it brings together the expertise of eight UN system agencies to fight the epidemic. It is with the conviction that businesses have a fundamental contribution to make that the UNAIDS Secretariat has endorsed and supported this IOE project. Technical expertise from the Global Programme on HIV/AIDS of the International Labour Organisation—the leading UN Cosponsor of UNAIDS in matters relating to the workplace—is warmly acknowledged.

It is only through the mobilization of all social actors that we will halt the spread of AIDS. We are convinced that the work of employers, as encouraged and supported with this Handbook, will make an invaluable contribution to our fight.



François Perigot, President, IOE
International Organisation of Employers



Dr Peter Piot, Executive Director, UNAIDS
Joint United Nations Programme on HIV/AIDS

INTRODUCTION

Basic facts about HIV/AIDS

What is AIDS? AIDS stands for acquired immunodeficiency syndrome—a pattern of devastating infections caused by the human immunodeficiency virus, or HIV, which attacks and destroys certain white blood cells that are essential to the body's immune system.

When HIV infects a cell, it combines with that cell's genetic material and may lie inactive for years. Most people infected with HIV are still healthy and can live for years with no symptoms or with only minor illnesses. They are infected with HIV, but they do not have AIDS.

UNAIDS estimates that 90% of all HIV-infected people worldwide do not know they have the virus.

After a variable period of time, the virus becomes activated and then leads progressively to the serious infections and other conditions that characterize AIDS. Although there are treatments that can extend life, AIDS is a fatal disease. Research continues on possible vaccines and, ultimately, a cure. For the moment, however, prevention of transmission remains the only method of control.

HIV spreads through four major routes of transmission:

- all **unprotected sexual** acts (vaginal, anal, oral) carry a risk of HIV transmission because they bring body fluids secreted during sex directly into contact with exposed mucous membranes;
- transfusions of unscreened blood;
- from an infected woman to her child during pregnancy, delivery and breastfeeding;
- contaminated needles (most frequently used for injecting drugs).

HIV is NOT contracted by:

- shaking hands, hugging, kissing
- coughing or sneezing
- working with people
- sharing food or utensils
- using toilets or showers
- getting a mosquito or insect bite

Persons who are HIV-positive are both infected and infectious for life. Even when they look and feel healthy, they can transmit the virus to others.

Protect yourself by:

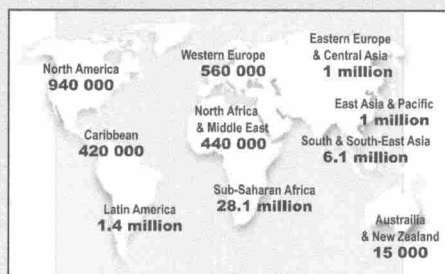
- using a condom during sex;
- using clean needles, if injecting drugs or other substances;
- ensuring that any blood for transfusions has been screened for HIV.

From HIV to AIDS. Individuals with HIV are infected for life and will probably die from opportunistic infections caused by the weakening of their immune system. Treatment with antiretroviral drugs can slow the progression of HIV. Regular medication for opportunistic infections can substantially prolong the life of someone with HIV. In individuals who do not get antiretroviral therapy, the time between infection with HIV and the development of the serious illnesses that define AIDS is around eight years, and most patients do not survive much more than two years after the onset of AIDS.

Source: UNAIDS (The UNAIDS Report, 1999; AIDS and HIV Infection, 2000; Global Business Council, 2001).

Regional trends on HIV/AIDS

Adults and children estimated to be living with HIV/AIDS, end 2001



Twenty years after the first clinical evidence of acquired immunodeficiency syndrome was reported, AIDS has become the most devastating disease humankind has ever faced. Since the epidemic began, more than 60 million people have been infected with the virus. HIV/AIDS is now the leading cause of death in sub-Saharan Africa. Worldwide, it is the fourth-biggest killer.

At the end of 2001, an estimated 40 million people globally were living with HIV. In many parts of the developing world, the majority of new infections occur in young adults, with young women especially vulnerable. About one-third of those currently living with HIV/AIDS are aged 15–24. Most of them do not know they carry the virus. Millions more know nothing or too little about HIV to protect themselves against it.

Eastern Europe and Central Asia: still the fastest-growing epidemic

Eastern Europe, especially the Russian Federation, continues to experience the fastest-growing epidemic in the world, with the number of new HIV infections rising steeply. In 2001, there were an estimated 250 000 new infections in this region, bringing to 1 million the number of people living with HIV. Given the high levels of other sexually transmitted infections, and the high rates of injecting drug use among young people, the epidemic looks set to grow considerably.

Asia and the Pacific: narrowing windows of opportunity

In Asia and the Pacific, an estimated 7.1 million people are now living with HIV/AIDS. The epidemic claimed the lives of 435 000 people in the region in 2001. The apparently low national prevalence rates in many countries in this region are dangerously deceptive. They hide localized epidemics in different areas, including some of the world's most populous countries. There is a serious threat of major, generalized epidemics. But, as Cambodia and Thailand have shown, prompt, large-scale prevention programmes can hold the epidemic at bay. In Cambodia, concerted efforts, driven by strong political leadership and public commitment, lowered HIV prevalence among pregnant women to 2.3% at the end of 2000—down by almost a third from the rate recorded in 1997.

Sub-Saharan Africa: the crisis grows

AIDS killed 2.3 million African people in 2001. The estimated 3.4 million new HIV infections in sub-Saharan Africa in the past year mean that 28.1 million Africans now live with the virus. Without adequate treatment and care, most of them will not survive the next decade. Recent antenatal clinic data show that several parts of southern Africa have now joined Botswana with prevalence rates exceeding 30% among pregnant women. In West Africa, at least five countries are experiencing serious epidemics, with adult HIV prevalence exceeding 5%. However, HIV prevalence among adults continues to fall in Uganda, while there is evidence that prevalence among young people (especially women) is dropping in some parts of the continent.

The Middle East and North Africa: slow but marked spread

In the Middle East and North Africa, the number of people living with HIV now totals 440 000. The epidemic's advance is most marked in countries (such as Djibouti, Somalia and the Sudan) that are already experiencing complex emergencies. While HIV prevalence continues to be low in most countries in the region, increasing numbers of HIV infections are being detected in several countries, including the Islamic Republic of Iran, the Libyan Arab Jamahiriya and Pakistan.

High-income countries: resurgent epidemic threatens

A larger epidemic also threatens to develop in the high-income countries, where over 75 000 people acquired HIV in 2001, bringing to 1.5 million the total number of people living with HIV/AIDS. Recent advances in treatment and care in these countries are not being consistently matched with enough progress on the prevention front. New evidence of rising HIV infection rates in North America, parts of Europe and Australia is emerging. Unsafe sex, reflected in outbreaks of sexually transmitted infections, and widespread injecting drug use are propelling these epidemics, which, at the same time, are shifting more towards deprived communities.

Latin America and the Caribbean: diverse epidemics

An estimated 1.8 million adults and children are living with HIV in Latin America and the Caribbean—a region that is experiencing diverse epidemics. With an average adult HIV prevalence of approximately 2%, the Caribbean is the second-most affected region in the world. But relatively low national HIV prevalence rates in most South and Central American countries mask the fact that the epidemic is already firmly lodged among specific population groups. These countries can avert more extensive epidemics by stepping up their responses now.

Source: UNAIDS Epidemiological update, 2001

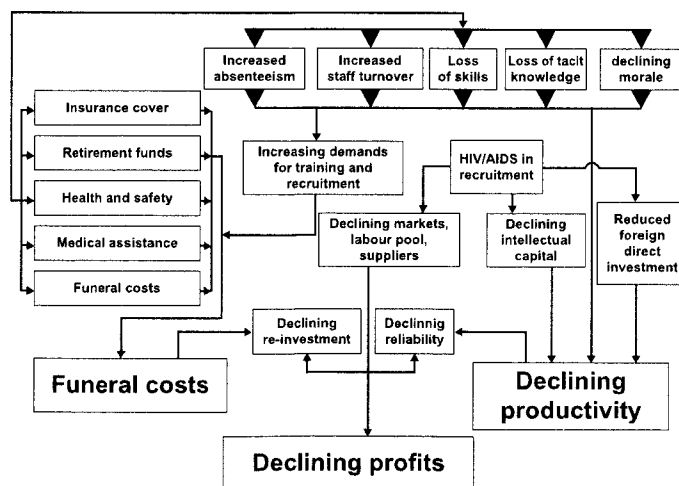
CHAPTER 1: Should employers and their organizations be involved in the fight against HIV/AIDS?

The question of whether or not employers should be involved in the fight against HIV/AIDS is a crucial one for IOE members worldwide. Employers everywhere are asking themselves whether HIV/AIDS has a negative impact on business. The answer is yes.

HIV/AIDS is a pandemic that has far-reaching effects. Not only is it a public health challenge intertwined with complex social issues, AIDS is also a looming economic disaster. In an increasingly globalized world, multinational enterprises and small and medium-sized enterprises (SMEs) feel the economic impact of HIV/AIDS equally.

For employers, HIV/AIDS has a negative impact on both the business environment (macroeconomic impact) and on the enterprise directly (microeconomic impact).

Figure 1: The impact of HIV/AIDS on employers: overview



Source: UNAIDS (adapted from *The Business Response to HIV/AIDS: impact and lessons learned*, 2000)

Macroeconomic impact: HIV/AIDS' effect on the business environment

According to significant research focused on the AIDS pandemic in sub-Saharan Africa, the virus generally targets the working-age population. Affecting people in their most productive years of life, it leads to reduced earnings, as well as increased care demands, higher expenditure on health care and premature death. Savings and disposable income decline. In the long term, the consumer market is reduced, leading to a drop in resources available for production and investment. Reduced consumer demand, resources and investment possibilities directly affect economic growth. By the year 2020, the World Bank estimates that the macroeconomic impact of HIV/AIDS may be significant enough to reduce the growth of national income by up to a third in countries with adult prevalence rates of 10%.

In developing countries, where the amount of physical capital is often low, human capital represents one of the most important economic assets. HIV/AIDS thus has profound effects on the dependency ratio and further implications on the labour force. This impact is felt not only in the size of the labour force but also in its quality. ILO projections for 29 African countries with prevalence rates above 2% in 1997 indicate that the total population for these countries will decrease by 8% in 2020 as a result of AIDS-related deaths. Many of those infected with HIV/AIDS are experienced and skilled workers in both managerial and non-managerial employment.

The loss of workers to AIDS creates a generation of orphans, who, by 2010, could represent up to 10% of the population in some African countries. These children will put further strain on an economy that lacks a social safety net. This implies that even those who escape the virus will be adversely affected, since extended families, friends and communities will need to fill in for deceased parents. The loss of skilled workers, together with the entry into the labour market of orphaned children who have to support themselves, may lower both the average working age and the skill level. This may lead to widespread use of child labour, with its inevitable consequences. The *Employers' Handbook on Child Labour*, published by IOE, provides guidance to employers on how to take action in such cases.

In high-prevalence countries, due to higher morbidity, no sector of the economy escapes the impact of this pandemic. All sectors experience reduced availability of productive and skilled labour and investment opportunities. The combined effect is an increase in service and production costs for business, particularly due to the loss of workers in transport and utility sectors essential for most market activities. Businesses do not operate in isolation, thus the impact of HIV/AIDS is felt throughout business supply chains and into broader society. As World Bank President, James Wolfensohn, put it, "HIV/AIDS is a major development challenge, if not the most important challenge confronting Africa today".

Business relies on the education sector for its future workers, managers and business leaders. The education sector is severely affected by HIV/AIDS. It suffers from a loss of experienced teachers due to AIDS-related death and illness. For example, research carried out in Zambia showed that teachers were dying at a faster rate than new ones could be trained. In addition, there are fewer children attending school. This is due to many factors, such as lower household income. But children also spend more time caring for sick family members, rearing younger siblings, or even struggling with HIV infection themselves.

Impact on pensions and social security benefits

As fewer employees will reach retirement age, contributions by employees to pensions and social security systems will decline. This will put increased pressures on statutory and enterprise schemes. At the same time, expenditure on sickness and death-related benefits and pensions for surviving dependants will increase as a percentage of the government wage bill. Coupled with social spending on an increasing number of orphans, in the face of declining tax revenues, the government will have even fewer resources to invest in economic development.

Savings, investment and comparative advantage

While public and private savings fall due to the costs of treating HIV/AIDS, investment and physical capital may also decrease. Analyses of the macroeconomic impact of AIDS in Malawi and South Africa suggest that annual GDP growth rates may drop by 1–2% as a result of the pandemic. Over time, if nothing is done, such trends contribute to macroeconomic instability as the fiscal position deteriorates, with potential disruptive effects on economic and social relations.

Empirical evidence gathered by the World Bank indicates that government and private savings are being squeezed by the HIV/AIDS epidemic. Government savings decrease due to lower revenues and epidemic-related expenses, while private-sector savings decrease due to increased spending on health care. Lower enterprise productivity may push companies to relocate to countries less affected by the epidemic, leading to a decrease in direct foreign investment.

With increases in unit labour costs, the comparative advantage of economies with high HIV/AIDS prevalence rates will increasingly be based on natural resources. In sum, HIV/AIDS-related illness and death will cause a reduction in the workforce and in the capacity to maintain future flow of workers, while having a negative impact on education and training opportunities.

Microeconomic impact: HIV/AIDS' effect on individual companies

In high-prevalence countries, individual business operations have established a direct link between HIV/AIDS, declining productivity, rising production costs and declining profits. A USAID-funded study of a transport company in Zimbabwe estimated that the total cost to the company arising from HIV/AIDS was equal to 20% of profits. In this case, over half the costs incurred were due to higher health-related costs.

Declining productivity

Declining levels of productivity due to increased absenteeism and organizational disruption lead to declining profits, unless production costs are declining at an even faster rate. Declining and fluctuating productivity makes it difficult for a company to meet supply demands from consumers, thus influencing its overall growth and development.

Absenteeism stemming from HIV/AIDS-related illness and care for sick family members leads to disruption of the production cycle, the under-utilization of equipment and use of temporary staff, which can directly affect the quality of products and services. One sugar production and processing firm in Kenya noted increased absenteeism from 1995 to 1997, with 8000 days of work lost due to HIV-related illness.

Such illness and death lead to increased disorganization within the company workforce as a result of rising staff turnover, loss of skills, loss of tacit knowledge (gained from work experience and the company environment), declining morale and replacement costs. These costs are not immediately obvious and are difficult to quantify accurately. While almost everyone has heard of HIV/AIDS, misconceptions about HIV infection persist, even in developed countries. If employees lack accurate information about HIV and AIDS, the smooth conduct of business can be affected by:

- fears of becoming infected, which may lead to refusal to work with an employee who is known, or is rumoured, to have HIV or AIDS;
- false beliefs and stigmatization, which can lead to the employee being mistreated; and
- discrimination in the making of personnel decisions—for example, the unjustified discharge of an employee who has HIV.

With high levels of staff turnover, transmission of skills and knowledge becomes difficult. Loss of colleagues severely affects staff morale. Discrimination against people living with AIDS and disruption of work activities also take their toll on morale. These less visible organizational factors, built up over long periods of time, are critical for a more efficient, effective and ultimately productive workforce. In smaller companies, the effects of these losses are amplified.

Increased costs

Rising production costs for business not only affect current profit margins, but also future profits by reducing the investment capacity for increasing productivity, expansion, research and development, and workforce training and support.

HIV/AIDS increases costs in a number of ways:

Recruitment and training

Increased staff turnover and loss of skilled workers raise recruitment and training costs. Companies may have to employ extra labour to cope with staff fluctuations and losses. Research carried out in sub-Saharan Africa shows that, in some countries, infection rates are highest among urban-dwelling, high-income, skilled men and their partners. In an economy with low education levels, enterprises dependent on highly educated staff may face higher replacement costs compared to enterprises with less skilled employees. In addition, scarcity of skilled labour not only increases training costs but also results in demand for higher wages.

Insurance cover and pensions

Company life insurance premiums and pension fund commitments increase as a result of early retirement or death. This is particularly problematic in more advanced economies where such benefits are more comprehensive. For example, in Zimbabwe, over a two-year period, life insurance premiums quadrupled as a result of HIV/AIDS.

Health management

In cases where companies provide health care, the costs of this service increase significantly with rising HIV/AIDS rates. A study of a commercial agro-estate in Kenya showed that medical expenditure as a result of AIDS rose to over 400% above that of projected expenditure without AIDS. These increased costs ultimately affect the level of benefits that a business is able to provide its workforce. Of course, the provision of health care is not just a cost but also an investment, because it can help prevent or limit sickness/absenteeism and workforce health risks. This is particularly relevant in countries where public health-care provision is limited and private health care expensive.

Funeral costs

Considerable costs are incurred by businesses that meet the funeral costs of employees. This practice is particularly prevalent in many parts of sub-Saharan Africa. Increased funeral costs are largely as a result of the high mortality due to HIV/AIDS. For example, in one year, Barclays Bank in Zambia experienced 36 AIDS-related deaths out of a total workforce of 1600 employees.

Conclusion

Early investments, such as in education and prevention campaigns, can considerably help reduce the spread of the epidemic among workers, their families and surrounding communities.

Health-care provision, such as treatment of STIs, can help reduce infection rates. Provision of antiretroviral therapy, though costly, can help prolong the lives of employees and hence provide long-term benefits to the company. Not responding at all may result in related costs increasing exponentially.

In conclusion, it is imperative for a business to respond to HIV/AIDS for its own benefit and that of its broader stakeholders. HIV/AIDS has become a 'bottom line' issue for companies and for the broader business environment. Where there are still opportunities in a number of countries and regions to prevent HIV/AIDS reaching epidemic proportions, it is important that businesses become involved early in a multisectoral response. Early action will reap tremendous savings in both economic and human terms.

CHAPTER 2: Responding to the impact of HIV/AIDS in the workplace: employers' responses

The majority of employers are concerned with how to protect their workforce from HIV infection and how to deal with those who are already infected. Actual initiatives taken by an employer to respond to HIV/AIDS in his/her company, however, will depend on the following two key factors:

- ▶ the HIV prevalence rate within the company and the surrounding community; and
- ▶ the level of knowledge and awareness by the management of the real and potential impacts of the pandemic.

In low-prevalence industrialized countries where workforce welfare and health-care provision are well established and where legislation is strong, employers may not feel the need to take extended action. In Italy, for example, most employers interviewed felt that the initiatives taken by their government in the fight against HIV/AIDS were sufficient. Their intervention was therefore deemed unnecessary. In North America and Australia, however, employers have taken the issue of HIV/AIDS seriously, as demonstrated by Levi Strauss & Co. in the United States of America. Multinationals in Europe, with operations in developing countries, are also actively involved in the fight against the pandemic.

In developing countries, however, where prevalence rates are high, employers experience increased pressures regarding how to deal with employees living with HIV/AIDS. One company—the Standard Chartered Bank in the United Kingdom—experienced such pressures in its Africa-based operations and developed a very successful HIV/AIDS Policy and Awareness Programme. Prior to the implementation of the programme, the bank had no defined companywide, regional or local human resource policies to guide managers on recruitment, training and employee support in relation to HIV/AIDS.

Another reason why companies in developing countries are under pressure to take action is that governments in such countries cannot do much, due to lack of resources. In addition, prevalence rates are so high that nothing short of total social mobilization (involving businesses as key actors in society) could fight the pandemic.

Guidelines for employers' organizations

Employers' organizations are ideally situated to take comprehensive multisectoral action against HIV/AIDS. This is because they have:

- an existing and effective organizational framework linking together member companies;
- a clearly defined target group of employees;
- ability to provide leadership to mobilize members on a number of issues of concern to them;

- existing mechanisms for dealing with health and safety issues in the workplace; and
- the ability to speak on behalf of members on an issue as sensitive as HIV/AIDS, and represent business in other forums dealing with HIV/AIDS (such as United Nations Theme Groups in most developing countries).

A number of Employers' Organizations have taken up the challenge of HIV/AIDS seriously by developing innovative responses to the pandemic. Subregional workshops in Africa, the Caribbean and Asia have been held to share experiences on how employers' organizations can respond effectively.

The following steps, based on practical experiences of employers' organizations in East, Central and Southern Africa, may be used as a checklist for developing a policy and programme by an employers' organization:

Checklist for developing a policy and programme by an employers' organization:

- Carry out a baseline survey of the socioeconomic impact of HIV/AIDS and the initiatives taken by members to respond to the problem.
- Present findings of the survey to sensitize board members of employers' organizations and chief executive officers (CEOs) of companies on the need to take action to stop the spread of the virus.
- Develop a national or a sectoral strategy by setting up a broad-based working group, bringing together relevant stakeholders, such as workers' organizations, organizations of people living with HIV/AIDS, government agencies charged with fighting HIV/AIDS, and associations of medical practitioners.
- Bring together social partners to develop national or sectoral codes of practice on HIV/AIDS in the workplace.
- Carry out a 'knowledge, attitude and practice (KAP)' analysis among target groups to determine general awareness of HIV/AIDS, attitudes and behaviour.
- Implement workplace programmes that may include information and education on prevention methods, company policy on HIV/AIDS, and voluntary counselling and testing (VCT).
- Monitor the impact of programmes using indicators such as morbidity, condom use and attitudinal and behavioural change.
- Partner with UN agencies and other strategic partners to mobilize technical and financial resources.

National and subregional employers' organizations, in their capacity as umbrella organizations, have participated in awareness-raising and lobbying for national AIDS policies and the preparation of guidelines on HIV/AIDS in the workplace. At the subregional level, examples of such initiatives include the Caribbean Employers' Confederation, which produced a statement entitled a "Wake-up call to employers in the Caribbean". At the national level, companies in Thailand have come together to form the Thailand Business Council on AIDS. In Cameroon, GICAM (the national employers' federation) is working with the government to implement a HIV/AIDS awareness and education programme for its member companies. This programme involves the use of people living with HIV/AIDS as peer educators in the companies.

With regard to building partnerships, a number of employers' organizations have collaborated with social partners to develop national or regional codes of practice on HIV/AIDS in the workplace. Examples of such initiatives are the Malaysian Code of Practice on Prevention and Management of HIV/AIDS at the Workplace, the Southern African Development Community (SADC) Code on HIV/AIDS and Employment, and the Zimbabwe Labour Relations (HIV and AIDS) Regulations. At the international level, ILO has developed a code of practice on HIV/AIDS and the world of work, which was the result of tripartite discussions between representatives of workers, employers and governments. All these codes serve as guidelines on how the workplace can mitigate the impact of HIV/AIDS. Through these codes, consensus has been achieved on how to handle sensitive issues such as pre-employment HIV/AIDS screening, dealing with workers who are already infected and handling confidential information pertaining to workers' HIV status.

The ILO Code of Practice on HIV/AIDS and the World of Work

ILO has produced a Code of Practice on HIV/AIDS and the World of Work, which forms the cornerstone of ILO's efforts against HIV/AIDS. The code was developed through tripartite consultations in 2001, with the active participation of 12 employer representatives and IOE. It received the support of the UN Secretary General and the UN system at the General Assembly Special Session on HIV/AIDS, New York, 25–27 June 2001, as well as of corporations, labour organizations and NGOs.

The ILO code of practice was produced in response to many requests for guidance, especially from employers. It is intended to help reduce the spread of HIV and mitigate its impact on labour and enterprises. It contains fundamental principles for policy development and practical guidelines from which concrete responses can be developed at the enterprise, community and national levels in the following key areas:

- prevention through education and practical support for behavioural change;
- non-discrimination and protection of workers' rights, including employment security, entitlement to benefits, and gender equality;
- care and support, including confidential voluntary counselling and testing, as well as treatment in settings where local health systems are inadequate.

As a voluntary instrument, the code is adaptable to a variety of situations and different levels of resources.

Key principles include:

- no discrimination in employment related to HIV status (real or perceived)
- continuation of employment regardless of HIV status
- confidentiality in a healthy and safe work environment
- gender equality as the basis of interventions for prevention and coping
- voluntary testing with counselling, but no screening for employment or recruitment
- the need for social dialogue, prevention programmes, and care and support as the basis for addressing the epidemic in the workplace.

Guidelines for companies

The challenges facing companies in responding to HIV/AIDS.

The four challenges facing companies in responding to HIV/AIDS are:

- lack of funds and expertise, especially in the case of small and medium-sized enterprises;
- the sensitivity of the issue of HIV/AIDS, how to deal with workers' attitudes on issues relating to sex and sexual behaviour, and the stigmatization associated with the infection;
- commitment from shareholders on the need for action;
- how to provide care and support—medical care, counselling, alternative working arrangements (reasonable accommodation)—to those infected.

Despite all these challenges, the following attributes make the workplace suitable for disseminating information on HIV prevention:

- The workplace exerts a powerful influence on people's social attitudes, values and even sexual behaviour.
- In addition to earning a living, workers, whether on the factory floor, in the office, or in the mine, also interact socially, exchanging information and experiences, thus influencing one another's opinions and behaviour. Peer group pressure in this case becomes a key factor in people's thinking and behaviour.
- The workplace also binds people together by forming a sense of shared identity and community.
- Many workplaces also have existing structures such as health and safety committees, workers' committees and workers' representatives that can be mobilized in support of HIV/AIDS awareness and prevention.
- Some workplaces have excellent medical clinics and hospitals that can provide not only information but also high-level care and support to employees with HIV/AIDS and their families.

Responding to HIV/AIDS in the workplace

The five main initiatives that a company can take to respond to HIV/AIDS in the workplace:

- developing a HIV/AIDS policy for the company;
- providing HIV prevention education in the workplace;
- providing care and support in the workplace;
- implementing fair employment practices; and
- community involvement.

Developing a HIV/AIDS policy for the enterprise

A HIV/AIDS policy states the company's position and practices for preventing the transmission of HIV and for handling HIV infection among employees. It is usually designed to establish consistency within the company and compliance with local and national laws, as well as setting standards of expected behaviour for all employees. In addition, the policy aims to provide guidance to employees on how to address HIV/AIDS and where to go for assistance.

The policy must:

- have worker participation in its drafting;
- be communicated to all concerned in simple and clear terms;
- be reviewed and updated in the light of epidemiological data and the very dynamic therapeutic responses to the pandemic, as well as other scientific information;
- be monitored for its successful implementation; and
- be evaluated for its implementation and effectiveness.

The workplace policy on HIV/AIDS should address essential issues, including:

- compliance with the laws and culture of the country;
- prevention of discrimination against people with HIV or AIDS;
- behaviour expected of staff towards a HIV-positive co-worker;
- medical and educational services;
- confidentiality and privacy;
- benefits that can be expected by an employee (health benefits, sick leave etc.);
- accommodation of employees with HIV and acceptable work performance standards;
- first aid practices and 'universal precautions';
- conformity with other current policies and practices within the organization;
- balance in the needs of the company, management, co-workers and the individual; and
- resources, both within and outside the company, for information and services and HIV-prevention education in the workplace.

Providing HIV-prevention education in the workplace

The aim of a workplace HIV-prevention education programme is to help prevent employees from becoming infected with HIV, while also teaching employees to accept an infected co-worker. Through education and training, staff members are less likely to discriminate against an infected co-worker. Such educational sessions also provide managers and employees with opportunities to talk and learn about HIV/AIDS. According to the ILO Code of Practice on HIV/AIDS, effective education provides workers with the capacity to protect themselves against HIV infection. Education can also help reduce HIV-related anxiety and stigmatization and significantly contribute towards attitudinal and behavioural change. It is advisable that such HIV educational programmes take into account the cultural diversity of workers and other factors, such as age, gender, sexual orientation,

occupation and behavioural risk factors of the workforce, as well as factors that might increase their vulnerability to HIV infection. It is also recommended that such programmes be delivered by workers' peers. The Federation of Uganda Employers (FUE), for example, has had long-term and sustained results with its peer education programmes.

A workplace HIV-prevention education programme needs to:

- provide basic information about HIV and AIDS, on fair treatment of people living with HIV or AIDS, and on the enterprise's policy;
- discuss and promote prevention methods;
- emphasize regular and correct condom use, which is essential for the prevention of HIV and other sexually transmitted infections (STIs); if reliable and affordable condoms are not readily available, the company may consider providing condoms (free or at low cost) to its employees, through dispensing machines, company stores and clinics;
- promote safety awareness;
- design the programme to provide clear answers to staff members' concerns about working with people with HIV/AIDS, emphasizing that casual contact at the workplace carries no risk of HIV infection; and
- discuss occupational hazards of at-risk groups of workers, such as on-site medical staff and laboratory technicians who are regularly exposed to human blood or blood products and should be provided with first aid training, details of universal precautions and protective equipment.

For a programme to succeed, it is strongly recommended that it be:

- implemented during company time;
- inclusive of top-level management;
- offered in small group meetings;
- mandatory for all staff;
- structured to allow time for discussion and questions;
- reinforced periodically by regular follow-up meetings; and
- monitored to assess employee knowledge through pre- and post-programme surveys.

The following should be considered when delivering educational messages:

- explanation of the company's guidelines to all workers;
- use of staff members as peer educators or training facilitators;
- distribution of a brochure or pamphlet about HIV/AIDS to all employees;
- screening of a demonstration videotape, followed by a discussion;
- invitation to a person with HIV/AIDS, or an expert from either the local health department or HIV/AIDS organization, to give a presentation to employees;
- encouragement of employees to learn about HIV/AIDS on their own; and
- invitations to other companies to share their experiences, with the opportunity for employees to ask questions.

Providing care, support and treatment

Care, support and treatment are fundamental elements of an effective response. To mitigate the impact of the HIV/AIDS epidemic in the workplace, counselling and other forms of social support to workers may be provided. Where health-care services exist at the workplace, appropriate treatment may also be provided, particularly for opportunistic infections. While some companies are providing treatment for STIs to reduce HIV infection rates, other companies, such as Debswana in Botswana and the CMI Company Health Centre in Côte d'Ivoire, provide antiretroviral treatment to their employees with AIDS, thus helping to prolong their lives. Where health services are not available, workers should be informed about the location of available outside services. Such linkages have the advantage of reaching beyond the workers to cover their families (particularly their children).

Implementing fair employment practices

Adherence to fair employment practices will ensure that the workplace provides a non-discriminatory environment that is reasonable for all employees, as well as supportive of those with HIV. Some of these principles are:

- complying with existing laws that regulate business practices in relation to those living with HIV, or general laws applicable to HIV, such as employment laws pertaining to disabled persons;
- making alternative working arrangements for employees with HIV/AIDS;
- treating a HIV/AIDS infection in a manner similar to other disabilities or life-threatening illnesses;
- respecting confidentiality of medical information; and
- providing voluntary screening for HIV/AIDS to encourage workers to determine their status and hence take appropriate measures.

Checklist for developing a company policy and programme on HIV/AIDS in the workplace:

- Set up a HIV/AIDS committee with representatives of top management, supervisors, workers, trade unions, human resources department, training department, industrial relations unit, occupational health unit, health and safety committee, and persons living with AIDS, if they agree.
- Decide terms of reference and decision-making powers and responsibilities.
- Review national laws and their implications for the enterprise.
- Investigate the needs of the company by carrying out a baseline study among the workers, and determining what health and information services are already available at the workplace and in the local community.
- Formulate a draft policy to be circulated for comment before a revised draft is adopted.
- Draw up a budget, seeking funds from outside the company. If necessary, identify existing resources in the local community.

- Establish a plan of action, including a timetable and lines of responsibility, to implement policy.
- Disseminate widely the policy and plan of action via noticeboards, mailings, pay-slip inserts, special meetings, induction courses and training sessions.
- Monitor the impact of the policy.
- Review the policy regularly in light of internal monitoring and external information about the virus and its workplace implications.

Source: *ILO Code of Practice on HIV/AIDS and the World of Work*

Community involvement

As indicated earlier, the HIV/AIDS pandemic is a societal and developmental issue. This means that, for the scourge to be eradicated, all sections of society must work in partnership. The Lesedi Project in South Africa, which brings together mining companies and surrounding local communities, has demonstrated that workplace-based HIV/AIDS prevention programmes are more effective when they go beyond the company to include the surrounding community. Companies have realized that, to protect their workers effectively, they need to protect them everywhere, i.e. in the workplace and in their communities. In addition, businesses that take visible leads in HIV and AIDS education in the community can boost their reputation as responsible corporate citizens, hence acting as role models for other businesses and community institutions (including religious groups, schools and government institutions).

Some of the actions that the enterprise can take beyond the workplace include:

- providing HIV/AIDS services and information to clients, suppliers etc.;
- educating workers' families about HIV and AIDS;
- getting involved in local community efforts to slow the spread of HIV; and
- contributing resources, business experience and expertise to community HIV/AIDS education, care and support initiatives.

CHAPTER 3: Examples of initiatives taken by employers' organizations and individual companies

Many companies and employers' organizations are well advanced in their fight against HIV/AIDS. Leaders in the business community have devised effective and efficient measures to combat the disease, rendering the workers healthier, their societies better-protected and their companies more efficient.

This chapter presents several cases of activities undertaken by employers' organizations and individual companies. The cases highlight a number of important themes.

Activities need not be expensive. Awareness-raising about HIV/AIDS, for example, is best achieved when integrated into existing training programmes and human resource activities. Innovative approaches try to piggy-back on existing programmes and institutions. In Thailand, for example, an employers' organization worked with a graduate business programme to ensure that managing HIV/AIDS was included in the curriculum.

Activities work best when commitment is demonstrated by the highest managerial levels. The Federation of Kenyan Employers, to cite just one example, has undertaken specific activities to convince company CEOs of the need to take action and demonstrate leadership within their firms. With CEOs, there is generally a two-part message: the epidemic can hurt business, but addressing HIV/AIDS is cost-effective.

Once it is clear that a company's leaders are committed to fighting HIV/AIDS, workers' peers are the best placed to do awareness-raising. Convincing people to change their sexual behaviour is a delicate matter, and most comfortably addressed in a setting among equals. Involving people living with AIDS not only ensures that the messages are the right ones, but multiplies the forcefulness of the message. Like many others, Philacor Corporation in the Philippines turned to local community organizations focused on HIV/AIDS for help in obtaining the expertise needed to train peer educators who, in turn, work with their colleagues.

A classic starting point is through the development of policy guidelines on AIDS. Whether done for a company or an employers' organization, the process of drafting guidelines can help in facing the disease and is a necessary first step towards fighting stigma and discrimination—key obstacles to fighting AIDS effectively. Such policy guidelines are all the more effective when produced in partnership with workers.

The examples given below show how HIV/AIDS can be fought in the workplace. The case studies not only describe the activities undertaken, but also present the initial motivations that prompted action and highlight the lessons learned.

Of course, there is more work to be done as well. Programmes put in place need to be monitored to determine whether they are reaching the right audiences and changing people's behaviour, and whether HIV prevalence—in the company and in society—is dropping. It is also important to scale up the activities. The business leaders described in the following pages will hopefully serve as models and as an inspiration for more companies to take the simple steps needed to fight HIV/AIDS.

IOE sent a circular to its members requesting information on their HIV/AIDS-related activities. Most of the responses were received from developing countries, where the impact of HIV/AIDS on companies is highest. There were also a few responses from the developed world, where HIV/AIDS is particularly an issue with regard to discrimination in the workplace. The virus was considered a bottom-line issue by multinational companies with operations in the developing world. A few experiences from different geographical regions have been selected to demonstrate how employers' organizations and their members are dealing with the problem. More information on these and other initiatives by employers' organizations, sectoral associations and individual companies, is available from the IOE Secretariat in Geneva.

Initiatives by employers' organizations

Federation of Kenya Employers (FKE)

About the FKE

The Federation of Kenya Employers (FKE), registered in 1959, is made up of 2800 employers. The mission of the FKE is "to continuously raise the social consciousness as well as to protect the interests of Kenya employers through the promotion of modern management policies, public policy advocacy, fair labour practices and sound industrial relations in order to enable them to promote free enterprise, cultivate entrepreneurship culture, influence and control business environment, create quality and productivity awareness, improve profitability and foster growth and employment".

Reasons for taking action on HIV/AIDS

The Federation took action against HIV/AIDS in the workplace after recognizing the epidemic's negative impact on productivity and profitability. HIV/AIDS hurts the bottom line of FKE members through loss of skilled manpower, high medical bills and worker replacement costs. By fighting the pandemic, the FKE will not only help to improve the business well-being of its members but also help to maintain the good health of the workforce. With the national level of infections rising to an estimated 2 200 000 cases over a period of 17 years, the workplace is now as much affected as the nation. As business development is the engine of growth for the economy, the workplace stands as the most important area requiring attention in Kenya's fight against HIV/AIDS.

Activities/interventions

The FKE began its fight against HIV/AIDS in 1988, by issuing its first "Guidelines on HIV/AIDS in the workplace" to its members. In October 2000, the Federation was identified by the government and the United Nations Development Programme (UNDP) as a focal point for the fight against HIV/AIDS in the workplace. The UNDP and the government's National AIDS Control Council (NACC) provided some seed funding to initiate programmes.

The FKE has since carried out a nationwide Training Needs Assessment to ensure that programmes responded to real employer needs. Human resource managers and chief executive officers (CEOs) of its members validated the findings. Subsequently, the FKE ran awareness-raising sessions for 680 chief executives and human resource managers. The managers were given additional training as HIV/AIDS programme facilitators in the workplace. The FKE has produced an *Animators'/Facilitators' Training Manual*, which will be used in future training programmes for facilitators. The FKE organizes awareness-raising workshops open to all members, in addition to in-house programmes for companies wishing to be assisted individually.

In 2000, the FKE drafted its own *Code of Conduct on HIV/AIDS in the Workplace* (revised in 2001), with input from CEOs, human resource managers and other stakeholders such as unions. The Code of Conduct is a rights-based and union-friendly document that gives guidance to employers and other interested organizations on how to handle HIV/AIDS issues in the workplace. The Code is now widely used by FKE members. Employers have used the Code to create individualized company policies that are shared with workers through their unions and included in the personnel manuals. Major companies have sought the help of FKE in drafting company policies.

Finally, the FKE also established a HIV/AIDS Advisory Committee of 28 members. The Committee, chaired by the immediate former national chairman of the FKE, meets monthly to review the progress of programme activities and to advise the FKE Board of Management.

Results obtained

Success can be seen through the widespread adoption of the Code by employers and unions across the country. Through its sensitization programmes, many involving radio and TV broadcasts and the print media, employers in Kenya (both members and non-members) have increased their level of awareness on the importance of fighting HIV/AIDS in the workplace, alongside the community-based fight against the pandemic. The FKE programme has also helped create a bond of solidarity between workers and employers, as they work together in a concerted effort to fight the pandemic in the workplace.

Lessons learned

The FKE aims to carry out a survey, with the help of employers, workers and other stakeholders, to determine the real impact of its activities to date. It is clear, however, that FKE members are more than willing to provide material and financial support and to participate in long-range planning of sustainable workplace programmes. The FKE has also learned that corporate commitment, especially from senior management, is critical for success. Thanks partly to FKE programmes, employers who never saw HIV/AIDS as affecting their productivity and profitability now recognize the risks and appreciate the need to cooperate in the fight.

The Chamber of Mines of South Africa

About the Chamber of Mines

The Chamber of Mines of South Africa, a voluntary association of mining finance companies and mines operating in different commodities, is the principal advocate of the major policy positions endorsed by the mining employers. It offers its policy guidance to various opinion-forming institutions in South Africa and abroad. It is an active member of Business South Africa, the IOE member in the country.

Reasons for taking action

As a sector that uses human resources intensively, the mining industry recognized early the threat of HIV/AIDS, in the mid-80s. But the increase in HIV prevalence over the years meant that managing HIV/AIDS ceased to be purely a health issue, and instead became part of corporate social responsibility. The socioeconomic, legal, ethical and health ramifications of the disease compel businesses to regard managing HIV/AIDS as a business imperative.

Interventions

The mining industry was one of the first sectors to perform case-prevalence surveys. Education and awareness programmes instituted by the industry were evaluated in 1989, confirming that 94% of miners knew about HIV/AIDS.

Subsequently, integrated HIV/AIDS programmes, covering prevention and care, were implemented at mines. These programmes provide confidential, informed, voluntary counselling and testing, education and awareness campaigns, pre- and post-test counselling, anonymous HIV screening surveillance, distribution of condoms, treatment of sexually transmitted infections and preventive therapy against opportunistic infections. Company HIV/AIDS policies are in place and are constantly reviewed.

Activities are not limited to the workforce, but are also made available to the surrounding communities. The Bambisanani Project, based in Kokstad in the Eastern Cape, is being used by The Employment Bureau of Africa (an organization affiliated to the Chamber), to develop a model for extending home-based health care for people living with HIV/AIDS to their communities of origin.

Tuberculosis (TB), compounded by HIV/AIDS, is a major public health problem and miners are particularly at risk because of the concomitant exposure to silica dust. In response, the mining industry has an active TB case-finding and prevention programme.

Results obtained

Other programmes developed in response to AIDS target sexually transmitted infections. The Lesedi intervention in Virginia, a Free State Province mining community, reduced the prevalence of STIs among miners and high-risk women in the community. The intervention provides monthly examinations, counselling and treatment. The STI prevalence among local miners declined by 43% for gonorrhoea and *Chlamydia* combined, and by 77% for genital ulcer disease. The model is being replicated in other areas.

Lessons learned

- It is more cost-effective to integrate prevention and care strategies.
- The targeting of populations at high risk not only within the company but also in the surrounding community enhances the effectiveness of intervention programmes.
- There must be a sustained effort to aggressively treat opportunistic infections, in order to mitigate the effects of the disease.
- Stakeholder participation in the drafting of HIV/AIDS company policies and agreements is critical in ensuring acceptance and ownership.
- Senior management must demonstrate commitment by endorsing these policies and programmes.
- Relevant data must be collected to predict the impact of the disease and also to assess the effectiveness of intervention measures.
- Stakeholder cooperation affords all social partners the opportunity to share scarce resources.

Employers' Confederation of Thailand (ECOT)

About ECOT

The Employers' Confederation of Thailand (ECOT), established in 1976, represents private sector employers and aims to:

- ▶ promote good relations between employers and employees, and enhance and facilitate the spirit of negotiation;
- ▶ promote understanding and cooperation between private employers and government;
- ▶ represent the interests of private employers in various government and international bodies; and
- ▶ promote, support and assist members in adopting good labour practices.

Reasons for taking action

As a core objective, ECOT promotes good labour practices among its members. HIV/AIDS is not a new issue in Thailand and has been having an impact on the Thai economy and businesses, in terms of loss of skilled personnel, reduced productivity, shrinking market and increased social security costs. It has also created various family and social problems. Each year, more than 50 000 Thais are dying from AIDS, over 90% of whom are in the 15–49-year-old age bracket, the most productive segment of the labour force. As a result, ECOT has decided to commit itself to creating awareness, educating employers and workers, and promoting good practices in the workplace in terms of prevention and non-discrimination.

Interventions

With the technical assistance from ILO, Thailand Business Council on AIDS, and CARE International, ECOT organized a workshop on 'HIV/AIDS in the Workplace' on 29 June 2001 in Rayong, a rapidly industrializing province with high HIV prevalence. Forty personnel managers attended the workshop, which was aimed at creating awareness of the seriousness of the epidemic and its impact on business. The *ILO Code of Practice on HIV/AIDS and the World of Work* was also presented as a tool for use in the workplace.

ECOT has also successfully approached the National Institute of Development and Administration (NIDA)—a leading graduate school in Thailand—to have HIV/AIDS included in the curriculum.

Results obtained

Following the workshop, a number of companies drafted workplace policies and began to implement programmes. This indicates that the workshop was successful in convincing companies of the seriousness of the AIDS threat and prompting them to take action.

In addition, ECOT has started a programme whereby companies with existing policies work with other members to replicate and scale up successful efforts. Sony Semiconductor and Rohm Apollo Electronics, for example, have introduced their HIV/AIDS-related practices to other member companies, most successfully to Pranda Jewelry and Delta Electronics.

Lessons learned

ECOT has learned that the process of replication, of sharing from business to business, is working very well and they will continue with this approach to reach other employers. This effort can now be more effectively implemented with the adoption of the ILO Code of Practice on HIV/AIDS.

ECOT's ultimate objective is to develop and implement a National HIV/AIDS Workplace Policy, aimed at prevention of the epidemic, safeguarding of decent working conditions, and protection of the rights and dignity of workers living with HIV/AIDS.

To achieve this objective, collaboration, trust, support and commitment of a variety of partners are critical. These partners include government, employers, unions, workers and other national and international agencies. ECOT has declared its commitment and will continue to work towards achieving results.

Barbados Employers' Confederation (BEC)

About BEC

Formed in 1956, the Barbados Employers' Confederation provides its members with industrial relations advice, the interpretation of current labour legislation, regulations and recommendations for good employment practices, and occupational safety and health advice. The BEC represents employers' interests with government and networks with regional and international organizations to develop the best employer practices for its members.

Reasons for taking action

As the only organization representing the interests of employers in Barbados, BEC felt it necessary to take action to enlighten members and their employees on the effects of HIV/AIDS and its devastating effect on society as a whole. Efforts are aimed mainly at sensitizing employers to their responsibility to educate their employees about health and safety issues, in order to create a better understanding of co-workers who may be infected with HIV.

Interventions/activities

BEC has produced *Dealing with AIDS in the Workplace*—a document that is aimed at both managerial and general staff. For employers, the document provides a basic set of guidelines to design programmes consistent with applicable laws (covering education, labour management and personnel policies) for employees who have been confirmed positive for HIV and/or have a disability from the manifestation of AIDS. The second-largest conglomerate on the island has used BEC's guidelines to develop their policy to deal with employees who may be afflicted with the disease. Five other major companies are doing likewise.

BEC represents employers on the National Advisory Committee on AIDS (NACA). In collaboration with NACA and the Ministry of Labour, BEC has contributed to public awareness programmes at community centres across the island. BEC staff members field questions during these events. In response to whether employers should have compulsory testing for new entrants to the workplace, BEC's staff always emphasize that UN policy states that compulsory testing has no place in the fight to combat this epidemic, as it gives rise to discrimination and stigmatization, alienating those who are HIV-positive.

In addition, BEC has conducted training programmes for its members and also with the Barbados Workers' Union for the general workforce.

Results obtained

It is too early to measure the effectiveness of these programmes, but generally there has been an increase in public awareness, which relates to greater tolerance of, and understanding for, employers and employees. The community awareness-raising activities undertaken in collaboration with the NACA and the Ministry of Labour have received wide coverage from both print and electronic media. A number of companies in the country have used BEC's guide to develop workplace policies and programmes on HIV/AIDS.

Lessons learned

Initial indicators would suggest that success is more likely for programmes conducted in conjunction with government, workers' organizations and other stakeholders.

Social Service of Industry (SESI), Brazil

About SESI

SESI was founded in 1946 by the Brazilian National Confederation of Industry, the IOE member in Brazil, to look after the social well-being of its workers and their families. It provides assistance to industrial workers in the fields of health, education, recreation, nutrition, etc. Today, SESI has active branches in each of Brazil's 27 states.

Reasons for taking action

Being actively responsible for the well-being of workers, SESI has been actively involved in the fight against HIV/AIDS since 1988 in order to protect its workers from infection. Prior to taking action, SESI had noticed that a lot of people in the economically active population were falling victim to HIV/AIDS. Together with its member companies, the organization was thus forced to act promptly to prevent further infections.

Interventions

The organization started by carrying out HIV/AIDS and STI prevention education in enterprises in 1988. With support from the Brazilian Ministry of Health's National AIDS Programme, SESI carried out a KAP (knowledge, attitude and practice) analysis to establish the level of knowledge on HIV/AIDS and STI transmission, attitudes towards infected co-workers, sexual behaviour, condom use etc. The KAP analysis revealed that 99% of workers believed that the use of condoms could prevent HIV infection, but only 18.5% of the men and 22.6% of the women actually used condoms.

The second phase consisted of a training programme. This involved the training of trainers from the 27 SESI departments, who would, in turn, train workers as peer educators to discuss STIs and HIV/AIDS with their colleagues. The peer educators were charged with disseminating prevention methods in member companies. They would also help prevent discrimination and promote support and understanding in the workplace for those who had been infected. After the training, SESI implemented a second KAP analysis to find out if there had been behavioural change among workers who had participated in the project.

In addition to its training programme, SESI actively participates in HIV/AIDS and STI awareness activities organized during World AIDS Day, the Rio Carnival and on Valentine's Day. These activities have enabled the organization to reach a million workers and to distribute 800 000 condoms.

Results obtained

The HIV/AIDS and STI prevention project enabled the organization to train 300 peer educators, involving 5000 enterprises with a total workforce of 300 000 workers in the 27 Brazilian states. Not only did HIV awareness increase, but the second KAP survey revealed that sexual behaviour had changed, with reduced risk-taking.

Lessons learned

Collaboration with the government's National AIDS Programme enables the private sector to build synergies with other projects and to reach more people.

Participatory methodology involving peer educators can produce better results than when information is simply disseminated.

Initiatives by companies

Levi Strauss & Co.

About Levi Strauss & Co.

Founded in 1853 by Bavarian immigrant Levi Strauss, Levi Strauss & Co. (LS&CO.) is one of the world's largest apparel marketers, with sales of the Levi's®, Dockers® and Slates® brands in more than 80 countries. The company is an active member of the United States Council for International Business, the IOE member in the USA.

Reasons for taking action

LS&CO. has a long history of commitment to its employees and to the communities where it has a business presence. LS&CO.'s involvement in the fight against HIV/AIDS is characterized by efforts to educate employees and their families through innovative, risk-taking programmes that raise HIV/AIDS awareness and provide education and direct care.

Interventions

Employee awareness initiatives

One of the early, leading companies in this area, LS&CO. launched in 1982 an AIDS education programme targeting employees and their families. Employee volunteer efforts are encouraged through a 'Community Involvement Teams' programme. A good example comes from LS&CO.'s Asia Pacific Division, where, in the autumn of 2001, every office ran one or more half-day workshops for employees. In several offices, LS&CO. has invited business affiliates (e.g., contractors and advertising agencies) to attend. Workshops are conducted by NGOs experienced in this field.

Global-giving programme

LS&CO. and the Levi Strauss Foundation operate a global-giving programme, supporting community-based initiatives in more than 40 countries, with a cumulative total of more than US\$24 million. Begun in 1985, the LS&CO. programme supports education and HIV-prevention projects for poor and underserved people, providing:

- ▶ direct assistance to persons with AIDS and their caregivers;
- ▶ risk-reduction education for those with high-risk behaviours; and
- ▶ services targeted at populations severely affected by AIDS (e.g., injecting drug users, people of colour, gay and bisexual men, and disadvantaged populations).

Flexible grant-making accommodates regional differences in terms of HIV prevalence, populations affected, level of education on HIV/AIDS, condom usage, government policy, and capacity of the NGO sector. Often being one of the first corporate actors in a country, LS&CO. has directed most funding to populations at high risk or with limited access to information (e.g., the gay community, sex workers, immigrants, and disenfranchised communities). Though always significant, funding going to projects for youth and women is increasing.

Multi-media: Drugworld, Positive Lives and World AIDS Day

Drugworld is a provocative animated video that educates young people about the dangers of drug misuse in relation to HIV/AIDS. Funded by LS&CO. and the British Government, and produced in

collaboration with a charity called Turning Point, the video targets 14–18-year-old kids. The film was launched together with a website in 1998 in London, and has subsequently been translated, and activities begun, in Spain and Hungary with local NGOs and through schools.

A photojournalistic exhibition, Positive Lives, has increased public awareness and provided educational outreach programmes for young people in Europe, the United States, Africa and Asia. It was developed in the United Kingdom with the Terrence Higgins Trust.

Finally, each year, LS&CO. partners with the UN, community organizations, and well-known celebrities to create programmes focused on youth and employees. Customers can see educational videos and receive 'safe sex' reminders, including information leaflets, condoms and red ribbons.

Global Business Council on HIV & AIDS

Due largely to LS&CO.'s leadership and advocacy, the Global Business Council on HIV & AIDS (GBC) was launched in 1997 to expand the business response to the pandemic. GBC is an international group of business leaders who encourage the crucial participation of the private sector in defeating AIDS.

Lessons learned and future activities

Many lessons are evident from the examples cited above. Major companies taking the lead can have great impact, not only on workers and their families but on associated businesses and, indeed, the business sector as a whole. Building partnerships beyond the company—whether to NGOs, governments or development agencies—helps complement and multiply a company's impact. Mobilizing the media savvy of businesses to fight AIDS can be very effective, especially when dealing with key target populations, such as youth.

As HIV/AIDS remains one of the main health and social issues throughout the world, LS&CO. is committed to playing a leadership role. In line with new strategic directions, LS&CO. will, in 2002:

- work with the most affected populations, especially youth and women;
- support the development of creative, cross-border educational campaigns;
- support capacity- and coalition-building of NGOs working in the field;
- increasingly link World AIDS Day celebrations to other LS&CO. AIDS-related activities;
- advocate increasing involvement from other stakeholders through information-sharing, media relations, and coalition-building; and
- continue educating their employees on HIV/AIDS.

PHILACOR Corporation

About Philacor

Philacor Corporation is a leading manufacturer of freezers and refrigerators in the Philippines. It is an active member of the Employers' Confederation of Philippines, the IOE member in the country.

When the HIV/AIDS project was started, the company had 1500 employees of whom 96% were male with an average age of 27. Fifty percent were single.

Reasons for taking action

The programme was started in response to worker demand for information.

Interventions

The company began by inviting local NGOs and people living with HIV/AIDS to talk to their workers. With the support of both management and the labour union, the collaborating NGO created information, education and communication materials and trained six peer educators. The peer educators attended a two-week seminar provided by NGOs and the Department of Health and were certified as HIV/AIDS educators. The peer educators, drawn from different levels within the corporation, gave short seminars during meeting breaks and other pauses in the work schedules.

Philacor has also incorporated HIV/AIDS education into other programmes, such as their first aid programme, new staff orientations, worker reorientations, and so forth. The company publishes a quarterly newsletter in which advocacy articles on HIV/AIDS are written both in English and the local language.

In 1996, Philacor developed its own policy statement on HIV/AIDS that was approved by both the management and the union. The policy covers the issues of employment, discrimination, reasonable accommodation and workplace education. It is based on principles that respect the individual rights and dignity of people with HIV/AIDS and on non-discriminatory employment practices regardless of HIV/AIDS status, gender and sexual orientation.

Results obtained

According to a survey carried out by the company's medical director, after implementation of the education programmes, 90% of workers had accurate knowledge regarding HIV/AIDS transmission.

Lessons learned

The workplace can be an extremely important location for promoting HIV/AIDS education and prevention. Firstly, the target population in this particular company is rather homogeneous, with the majority being young men of sexually active age, single or married. Having a relatively homogenous workforce, or target audience, can simplify the task of providing appropriate messages and educational materials.

Secondly, addressing HIV/AIDS in the workplace means that HIV/AIDS programmes can be added to existing staff training, orientations, and other regular programmes. Such procedures are an efficient means of providing the information, at little added expense for the employer.

Finally, the project staff emphasized that it was very important that both the labour union and management understood the importance of HIV/AIDS. This shared knowledge was key to promoting and expanding the various activities of the initiative.

The ALUCAM Group (Cameroon)

About ALUCAM

Established in 1955, ALUCAM is a Cameroonian aluminium-manufacturing company that produces basic aluminium and, through its branch, SOCATRAL, transforms it into finished products. Together with their families, the workforce of 650 people forms a community of 4000 people. Most live in Edéa, 60km from the largest city, Douala. The company is a member of GICAM, the IOE member in Cameroon.

Reasons for taking action

The first death in the company, known to be AIDS-related, occurred in 1986, but it was not until 1994 that ALUCAM realized that the scope of the HIV/AIDS pandemic required an immediate response. As a result, in 1995, the company, assisted by one of its shareholders, Pechiney Aluminium (of France), carried out an impact analysis.

Interventions

In 1997, the company started its HIV education and prevention programme in the workplace. The following actions were carried out in collaboration with the Pan African Organisation against AIDS, the Ministry of Health and religious organizations:

- employment of a medical practitioner and an assistant for HIV/AIDS;
- training of 30 peer educators;
- implementation of HIV/AIDS awareness activities for employees and their families;
- specific education and training for female employees;
- special activities for communities and families on World AIDS Day; and
- distribution of free condoms.

In 1999, the company collaborated with pharmaceutical firms (Glaxo Wellcome and Merck Squibb Dohme) and the Pasteur Centre to launch a research project called TRICAM. The purpose of the project was to evaluate the possibility of providing antiretroviral (ARV) treatment to workers. As part of the project, the company agreed to treat HIV-positive employees with ARV drugs, which were provided free of charge by the pharmaceutical companies. The company undertook to continue providing this treatment after the research project ended, despite the high costs involved, and to continue treatment for employees even if employment were to be terminated. In 2000, 40 employees who had been diagnosed with AIDS joined the programme and received ARV treatment. In the meantime, education and outreach efforts were continued through schools, local associations and traditional chiefs.

Results obtained

The TRICAM project is now completed (although those who participated in the programme continue to receive ARV treatment), and yielded the following results:

- A reduction in industrial disruption (due to HIV/AIDS), thanks to the programme. Before the start of this programme, the company experienced deaths and prolonged illnesses among its employees. Those who underwent the ARV therapy returned to work. Consequently, the company intends to provide this treatment to more employees.
- More employees are seeking voluntary testing and counselling. In 2000, a total of 200 employees volunteered for HIV tests.

- The use of condoms is widespread among employees.
- HIV prevalence rates in the company (estimated at 5%) are lower than the national average (estimated at 11.5%).
- Employees with HIV/AIDS suffer less stigmatization and no discrimination.

Lessons learned

Use of company resources and structures can be effective in the fight against HIV/AIDS among employees and surrounding communities.

The commitment of top-level management and company shareholders is essential, especially with regard to provision of antiretroviral treatment, which can be costly to the company. However, the provision of ARV treatment within an integrated programme can diminish industrial disruption due to HIV/AIDS, improve staff morale, and contribute to fighting AIDS in the communities where workers live.

Woolworths (South Africa)

About Woolworths (South Africa)

Woolworths is a retail chain that specializes in food and textiles, with 130 branches in South Africa, employing 16 000 people. It is a member of Business South Africa, the IOE member in the country.

The company has an ethos of valuing its employees and realizes that, while the HIV/AIDS epidemic can erode the company's profitability, the impact on individuals and their families is devastating.

Reasons for taking action

In 1996, when AIDS was first raised as an issue within the company, Woolworths did not consider it a serious threat. In 1997, however, an actuarial analysis showed that Woolworths would feel the impact of the disease by 2010, when it was estimated that approximately 16% of employees would be HIV-positive, some 5% would be sick with AIDS at work, and the expected mortality would be 5% higher for the 30–44-year-old age group. Estimates showed that productivity would drop by 2–3%—the equivalent to closing down one of its large stores. Impacts on the pension fund, Group Life Assurance (GLA), and medical aid also showed that these group benefits would take significant knocks. A second analysis in 1999 revealed similar findings.

Interventions

As a result, the Board mandated the Human Resources and the Health Service departments to come up with a long-term strategy. As there were few similar programmes at the time, Woolworths looked to experiences in Kenya and Zimbabwe. Woolworths ultimately decided to adapt and adopt the example of the AIDS Prevention Project of Zimbabwe—a comprehensive peer education programme that ultimately showed a 34% reduction in HIV prevalence in workplaces.

Condoms and STIs

The Woolworths programme consists of three parts: condom distribution, sexually transmitted infection awareness and referral, and education. 'Condocans'—wall-mounted condom distribution cans—were installed in all changing rooms and toilets throughout the organization. Sourced from local authorities and provincial governments, some 30 000 free condoms are distributed per month.

With only seven rotating occupational health practitioners (OHPs), a full STI programme is impractical. However, OHPs systematically refer workers with STI symptoms to local clinics. STI awareness-raising is a priority. OHPs report a steady rate of 30–40 new STI cases per month.

Education

The educational programme focuses on the prevention of HIV transmission. The programme's scope is currently being broadened to include the caring of people who are HIV-positive and have symptomatic AIDS.

Most resources are devoted to peer education and, since 1997, more than 150 peer educators (PEs) have been trained. For the past five years, every Woolworths store has had PEs who run formal sessions based on their training but are also easily accessible, informally and privately, for co-workers. PEs are also encouraged to raise HIV/AIDS awareness in their communities. While the peer education programme is somewhat complex to coordinate and manage, support and

commitment from senior management have made it a success. Management has been convinced that, through a comprehensive approach to managing HIV/AIDS, HIV prevalence could be reduced by 20% by 2010. Calculations show that, for every Rand spent per year on peer education, Woolworths could save R10 over a 10-year period.

Woolworths also addresses education through its Intranet, with a special HIV/AIDS page. One of the most popular sites in the company, it receives approximately 10 questions a week from staff.

Treatment

Woolworths manages health care through its in-house Wooltru Healthcare Fund. In 1999/2000, Woolworths ran a pilot project with 11 patients who were provided with the funding for antiretroviral therapy (ART). Results were mixed. In some cases, the clinical and productivity improvements were dramatic. But, in others, side effects precluded treatment and raised absenteeism. Still others had difficulty paying for benefits over and above those provided by the Healthcare Fund.

Currently, Woolworths' policy is to not provide ART. Although the price of ART has dropped significantly, ancillary costs, such as those involved in testing, make the programme unaffordable. Issues of compliance and distribution of the medication are also problematic, especially since staff members are located across the country. However, this policy is continuously being reviewed in relation to financial, personnel and productivity issues.

Woolworths does provide an alternative HIV benefit to keep HIV-positive people well for as long as possible. People who register with the Healthcare Fund receive preventive medication, vaccinations, counselling, and dental and general practitioner benefits.

Results

Woolworths has recently commissioned the Department of Public Health at the University of Cape Town to evaluate the effectiveness of the peer educator programme. Survey results indicate that Woolworths' staff members were more knowledgeable, have more appropriate attitudes, and reflect better practices in condom use than the staff of comparable companies. Peer educators were found to be well trained and able to persuade their peers to improve their knowledge and change their attitude and behaviour.

Information about HIV/AIDS is also provided to senior management in the form of annual presentations. These focus on workplace management and financial issues relating to HIV/AIDS.

Lessons learned

HIV/AIDS is now regarded as a significant risk to the organization and its related issues are coordinated through a multi-departmental risk-management committee. One of the topics on the agenda is the securing of the supply chain, using a similar approach to that applied to the Y2K bug. Woolworths is currently encouraging its suppliers to develop their own HIV/AIDS programmes.

Through its HIV/AIDS programme, Woolworths has accomplished a great deal, but there are areas that still require improvement. Regional coordination, for example, needs to be strengthened.

Woolworths' approach is that HIV/AIDS can be managed, and the company remains optimistic that it can minimize the impact of the disease. However, it believes that it cannot fight alone and it looks forward to sharing experiences with others who have a similar philosophy.

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The International Organisation of Employers

The International Organisation of Employers is the recognized organization representing the interests of employers in international social and labour policy matters. It is the world's largest business network, consisting of 135 national employers' organizations from 131 countries.

The International Organisation of Employers:

- promotes and defends the interests of employers in international forums, particularly in the International Labour Organization;
- assists in establishing and strengthening national employers' organizations and enhancing their capabilities and services to members;
- promotes free enterprise, its creation and development; and
- facilitates and promotes the exchange of information, experience and best practice among members.

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The Joint United Nations Programme on HIV/AIDS (UNAIDS)

The Joint United Nations Programme on HIV/AIDS (UNAIDS) is the leading advocate for global action on HIV/AIDS. It brings together eight UN agencies in a common effort to fight the epidemic: the United Nations Children's Fund (UNICEF), the United Nations Development Programme (UNDP), the United Nations Population Fund (UNFPA), the United Nations International Drug Control Programme (UNDCP), the International Labour Organization (ILO), the United Nations Educational, Scientific and Cultural Organization (UNESCO), the World Health Organization (WHO) and the World Bank.

UNAIDS both mobilizes the responses to the epidemic of its eight cosponsoring organizations and supplements these efforts with special initiatives. Its purpose is to lead and assist an expansion of the international response to HIV on all fronts: medical, public health, social, economic, cultural, political and human rights. UNAIDS works with a broad range of partners—governmental and NGO, business, scientific and lay—to share knowledge, skills and best practice across boundaries.

More than 60 million people worldwide have been infected with HIV/AIDS since the first clinical evidence of the virus was reported 20 years ago. Employers have not been spared as AIDS has taken its toll on workforces, production systems, markets and local communities. As a result, companies of all types face higher costs in training, insurance, benefits, absenteeism and illness.

Based on feedback from members of the International Organisation of Employers (IOE), and through IOE's extensive business networks, this handbook documents selected initiatives in the workplace, designed to minimize the impact of HIV/AIDS and to maximize prevention efforts. Such initiatives include HIV/AIDS prevention programmes, making information about the virus widely available in the workplace, encouraging informed and supportive attitudes towards co-workers, and promoting changes in attitudes and behaviour towards sex. Some employers are also establishing care programmes to treat opportunistic infections among workers and families, reduce the prevalence of sexually transmitted infections and even offer antiretroviral drugs to attack HIV itself.

The handbook also provides details of results obtained and lessons learned from the various initiatives undertaken by employers worldwide.

International Organisation of Employers

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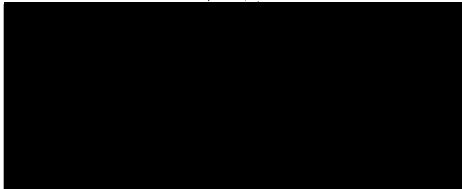


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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶ 09-04-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 82-0866671

Company Name submitting Bid/Proposal: 2522 Texana Way

Mailing Address: Richmond, TX 77406

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

SD Translations and Dejeux Electromechanic

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>R215992</u>	<u>2522 Texana Way, Richmond, TX 77406</u>
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that SD Translations LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-533910

Date Filed:
 08/27/2019

Date Acknowledged:
 11/05/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SD Translations LLC
 Richmond, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B19-071
 Interpreting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SD Translations LLC	Richmond, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)