

boastlingo



GOVMVMT



SOLICITATION

BY

CHESTERFIELD COUNTY, VIRGINIA

FOR

**TRANSLATION SERVICES, INTERPRETATION
MANAGEMENT SYSTEMS AND RELATED PRODUCTS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT
AGENCIES AND MADE AVAILABLE THROUGH
GOVMVMT PURCHASING COOPERATIVE

REQUEST FOR PROPOSALS #ADMN24000076

Section A

beastlingo

Introduction Section



Introduction Letter

Dear Chesterfield County:

Boostlingo, LLC is pleased to submit this proposal in response to REQUEST FOR PROPOSALS# ADMN24000076, TRANSLATION SERVICES, INTERPRETATION MANAGEMENT SYSTEMS AND RELATED PRODUCTS. We are excited to introduce our organization and discuss how we can support your language-related needs, as well provide these services at a national level to other agency's.

Our fully integrated solution can meet all of Chesterfield Countys needs and requirements. By partnering with Boostlingo, the County of Chesterfield will:

- Leverage a secure, stable, and unified interpreting solution capable of supporting all needs and requirements
- Reduce internal costs and admin time with the industry's fastest connection times
- Expand County access to real-time language reporting, SLA data, and service line visibility
- Greatly reduce the administrative burden on staff with a unified, accessible platform for managing, tracking, and utilizing interpreting services
- Receive OPI and VRI services delivered with a singular user interface/app/platform
- Provide a robust Interpreter Management System (IMS) for managing and scheduling onsite and remote interpretation
- Offer written translation services in a variety of languages
- Provide a solution that can deliver on a local level, but service nationwide needs of other GovMvmt participating agencies

If you have any questions about our proposal or pricing structure as we submitted an accompanying pricing document along with yours, please do not hesitate to contact us for clarification. We welcome the opportunity to bid and partner with the County of Chesterfield.

Sincerely,

Bob Arnold Enterprise Sales Director

(303) 949-0403

Bob.arnold@boostlingo.com



**CHESTERFIELD COUNTY
PROCUREMENT DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: ADMN24000076

Title: Translation Services, Interpretation Management Systems and Related Products and Solutions

Issue Date: September 15, 2023

Proposals Due No Later Than: October 19, 2023, **4:00 P.M.**

Location for Receipt of Proposals: Chesterfield County, Lane B. Ramsey Building
c/o Procurement Department
9901 Lori Road
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Vin Kamatchi, Procurement Manager, at (804)748-1702, or by email to procurement@chesterfield.gov. **Inquiries must be received no later than October 9, 2023 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
- the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
- that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

Complete Legal Name of Firm: Boostlingo LLC

Address: _____ **98 San Jacinto Blvd, Suite 400 Austin TX 78701** _____

Remit To Address: _____ **Same as above** _____

Signature: _____ *Noelle Lattimore* _____

Email: legal@boostlingo.com

Name (type/print): _____ Noelle Lattimore _____

Title: VP of Compliance and Legal

Fed ID No.: 811382739 **Phone:** (512)593 5215 **Fax:** (_____) ____ n/a _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business: ☐ Yes ☒ No

Chesterfield Business: ☐ Yes ☒ No

Women-Owned Business: ☐ Yes ☒ No

Small Business: ☐ Yes ☒ No

Service Disabled Veteran-Owned Business ☐ Yes ☒ No



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

October 27, 2023

Noelle Lattimore
98 San Jacinto Blvd
Suite 400
Austin, TX, 78701

RECEIPT

RE: BoostLingo, LLC
ID: 11611809
FILING NO: 2310276448651
WORK ORDER NO: 202310264331472

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing an application for a certificate of registration for a limited liability company with this office.

The effective date of the certificate of registration is October 27, 2023.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

A handwritten signature in black ink, which appears to read "Bernard J. Logan". The signature is fluid and cursive.

Bernard J. Logan
Clerk of the Commission



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, OCTOBER 27, 2023

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

BoostLingo, LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN
VIRGINIA**

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective October 27, 2023.

The limited liability company is registered to transact business in Virginia, subject to all Virginia laws applicable to the limited liability company and its business.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", followed by a long horizontal flourish.

Jehmal T. Hudson
Commissioner



Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, October 27, 2023

This certificate of registration to transact business in Virginia is this day issued for

BoostLingo, LLC

a limited liability company organized under the laws of Delaware and the said limited liability company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in black ink, appearing to read "Bernard J. St. John".

Clerk of the Commission



**Chesterfield County, Virginia
Procurement Department**

9901 Lori Road, Room 303 – P.O. Box 51 – Chesterfield, VA 23832-0001
Phone: (804) 748-1617 – Fax: (804) 717-6378 – Internet: www.chesterfield.gov

September 22, 2023

ADDENDUM #1

Request for Proposal #ADMN24000076

Subject: Translation Services, Interpretation Management Systems and Related Products

This Addendum supplements, modifies, deletes from, or adds to the original Request for Proposal noted above and all of the requirements of the addendum are herein made a part of the RFP and any resulting contract documents. Please sign and return this addendum to the Procurement Department, 9901 Lori Road, Room 303, P. O. Box 51, Chesterfield, VA 23832-0001. **Proposals, changes to a response, or addenda shall not be accepted via fax machine or by internet e-mail.**

This Addendum consists of 1 page.

Please make the following changes/clarifications/additions:

A pre-proposal meeting will be held on **September 29, 2023, at 2:30 P.M EST**. The meeting will be held via Microsoft Teams at this [link](#). Attendance at this pre-proposal conference is not mandatory, but all who are interested in this RFP are welcome to attend.

My signature below acknowledges receipt of this Addendum and certifies that my proposal submission includes all information, modifications, additions or deletions pertaining to the Addendum and the RFP.

COMPLETE LEGAL NAME OF OFFEROR: Boostlingo LLC

SIGNATURE: Noelle Lattimore

DATE: October 10, 2023

Prepared by:
Vin Kamatchi, MPA, NIGP-CPP, CPPB, VCO
Procurement Manager



**Chesterfield County, Virginia
Procurement Department**

9901 Lori Road, Room 303 – P.O. Box 51 – Chesterfield, VA 23832-0001
Phone: (804) 748-1617 – Fax: (804) 717-6378 – Internet: www.chesterfield.gov

October 10, 2023

ADDENDUM #2

**Request for Proposal # ADMN24000076
Translation Services, Interpretation Management Systems and Related Products**

This Addendum supplements, modifies, deletes from, or adds to the original Request for Proposal noted above and all of the requirements of the addendum are herein made a part of the RFP and any resulting contract documents. Please sign and return this addendum to the Procurement Department, 9901 Lori Road, Room 303, P. O. Box 51, Chesterfield, VA 23832-0001. **Proposals, changes to a response, or addenda shall not be accepted via fax machine or by internet e-mail.**

This Addendum consists of 4 pages.

Please make the following changes/clarifications/additions:

The due date for Proposals has changed. Proposals are now due by Thursday, November 2, 2023, 4:00 P.M. EST. The delivery location has not changed.

Q: Is NIST and/or SOC certification a requirement?

A: Yes.

Q: Can we use a customized pricing schedule, detailing rates for each language and service, taking into account that some languages are more affordable than others?

A: Offerors may propose an alternate pricing schedule, however, Offerors should complete the pricing schedule as provided in the RFP as well for scoring purposes.

Q: Is it mandatory for the system to comply with ISO 24019|:2020 standards?

A: Per Section III – Scope of Work/Specifications, the system should be compliant with all standards of ISO 24019|:2020.

Q: Will you share a list of all vendors participating?

A: The GOVMVMT registration list is available to all awarded suppliers through a secure login database. Currently there are over 1000 registered agencies nationwide and growing daily.

Q: If we have exceptions to the RFP content, terms and conditions, GovMVMT agreement etc. Should we provide an exception letter at the time of submission or would we address this during contract negotiations?



A: Offerors should note all exceptions to the RFP documents at the time of submission.

Q: From the RFP: System must allow connection with standard business intelligence and reporting tools such as Microsoft Power BI or SQL Server Reporting Services. This can be done with the API but it is not out of the BOX and will require custom integration. Is this acceptable?

A: Yes.

Q: Is it a requirement that this solution run on Chesterfield's infrastructure?

A: No, however, please provide all relevant detail in your proposal on service delivery.

Q: From the RFP: "Please describe the system's security controls to define users authorized to perform the following" Are they referring to users who will have access to the system or Offeror Employees?

A: Offeror Employees.

Q: Are there any specific requirements regarding the location/base of the interpreters, can offshore interpreters be used?

A: Yes, if they have the required training to interpret (certificate) and excellent knowledge of target and source language – both spoken and written.

Q: Will a translation memory database (TM), glossary, style guide or previously translated materials be supplied to the chosen vendor(s)?

A: If County departments have them, they will be provided.

Q: How are your current translation processes managed, and what challenges have you faced with them?

A: CCPS sends translations to an outside agency by uploading documents onto their platform. Sometimes translations are delayed when it is an uncommon language. Other County departments manage their translation processes individually but at this time have not expressed challenges.

Q: How do you evaluate translations and any impact on member satisfaction, engagement, and compliance?

A: We currently utilize broad services satisfaction measures, but do not specifically call out language needs and satisfaction.

Q: Is there a local preference clause for business in Virginia?

A: No.

Q: Are there any Small Business or Minority Business Enterprise preference clause? If yes, does the SBE or MBE have to hold a certification from the State?

A: No.



Q: Is there an incumbent for this contract?

A: No.

Q: Can we participate in only one service (e.g. written translation only)? Is there a preference to contract with a vendor that provides all services? In case the preference is for vendors that can provide all services, are there services that weigh higher in the vendor selection evaluation (e.g. primary service is on-site interpreting, second written translation, etc...)?

A: Offerors may propose solutions for any or all services they are able to provide. The County will review all proposals and score according to the evaluation criteria established in the RFP.

Q: Can you provide the breakdown for spending per service (e.g. written translation, on-site interpreting, remote interpreting, etc.)

A: This information is not available at this time.

Q: Given the complexity of the SOW, developing a hard copy of proposed solutions would be time-intensive and cost-prohibitive. Would the government be amenable to electronic submission?

A: Please follow the proposal submission instructions as laid out in the RFP. One hard copy is required along with digital copies.

Q: How sensitive is the data, and does it require any specific data protection measures?

A: Information on data sensitivity and protection measures are included in the RFP, in the General Terms and Conditions and the Special Terms and Conditions.

Q: Can you please elaborate on your membership base, including the total number of members and how they are distributed across the United States? The listing at the end of the RFP appears to show that the vast majority of all GovMVMt members are located in Oregon with smaller numbers in Louisiana, Utah, and Hawaii.

A: The GOVMVMT program is available to all public agencies nationwide. Cities, Counties, K12 school districts(public/private), Higher Education Institutions (public/private), non-profits ect. As indicated in a similar question above, registrations or (members) are added daily in all states. Currently there are over 1000 registered agencies. Registration is a free process.

Pursuant to certain state statutes, especially with Oregon, Louisiana, Utah and Hawaii, agencies need to be referenced in the RFP to be eligible to use the program. The GOVMVMT program also advertised in over 24 state publications nationwide to satisfy state procurement advertisement requirements. A proof of advertisement will be provided by the lead agency upon award. The actual language from the RFP is below for reference.

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMt and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

Rev. 4/20/2011, 10/25/2018



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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <http://www.usa.gov/state-tribal-governments>.

Q: In regards to the NJ-specific forms, may bidders submit after contract award but prior to contract execution?

A: Responding suppliers must provide NJ State Division of Revenue issued Business Registration Certificate as a part of their proposal. This is a nationwide solicitation and suppliers need to be able to do business in the state of NJ. If the supplier has started the process, please indicate proof of that in your response along with a timeline to receive your certificate.

My signature below acknowledges receipt of this Addendum and certifies that my proposal submission includes all information, modifications, additions or deletions pertaining to the Addendum and the RFP.

COMPLETE LEGAL NAME OF OFFEROR: Boostlingo LLC

SIGNATURE: Noelle Lattimore

DATE: October 17, 2023

Prepared by:
Vin Kamatchi, MPA, CPPB
Procurement Manager

Section B

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Executive Summary



Executive Summary

Boostlingo started in 2016 in San Francisco with a team passionate about building interpretation management and virtual interpretation technology to help language service providers grow their businesses. Since then, we've relocated our headquarters to Austin, Texas, and continued to grow and scale our interpretation tools and a one-of-a-kind closed marketplace of interpreters to support all organizations in delivering linguistic services. Boostlingo unites all interpretation workflow components necessary to support the management and coordination of all the interpretation-related tasks, including in-person interpreter scheduling, on-demand and prescheduled over-the-phone (OPI) and video remote interpreting (VRI) sessions, data reporting, and business administrative tools like integrations with Quickbooks and Webex. The Boostlingo platform allows organizations to remove siloed processes in managing the multitude of staff and third-party providers it takes to support the ever-changing demand for language access.

A key differentiator of Boostlingo is that it functions as a unified hub for interpretation delivery, scheduling, communications, and interpreter management in one application, covering today's needs and whatever might arise. Agencies may require many providers to fill interpretation demands; the challenge is knowing when to contact the right provider at the right time. Boostlingo removes all barriers by customizing the routing based on language and other rules to ensure the request is routed to the resources quickly and accurately. A real-time data solution unifies all interpretation metrics to facilitate full transparency into what language access means to your organization. These insights provide valuable data to understand the resources needed to support your population.

In 2022, Boostlingo acquired two organizations leading the interpretation space to expand our portfolio of services. One of the organizations was VoiceBoxer (rebranded to BoostEvents), a simultaneous interpretation platform that supports multilingual events and webinars to be delivered seamlessly, providing a holistic experience for those attending that speak different languages. This acquisition rounded out our linguistic technology and services to ensure we can support our customers regardless of interpretation delivery. We also started offering document translation and other related translation offerings as well.

Boostlingo is bridging the communication gap during the most critical points of individuals' lives; here at Boostlingo, we believe that language access and equity should be available to all, regardless of language.

Bob Arnold

Enterprise Sales Director

(303) 949-0403

Bob.arnold@boostlingo.com

Scope of Work Responses

■

General Requirements



Scope of Work Responses **GENERAL REQUIREMENTS**

- **Use universally acceptable software compatible with the source documents such as Microsoft Word, Excel, PageMaker, etc.**

- Boostlingo is able to support any type of file format for written translation requirements. Source files are always preferred to maximize efficiency and reduce client costs.

- **Furnish telephone and related equipment, including the maintenance of such equipment.**

- There are four access points to the Boostlingo audio offerings. Agencies will be able to utilize a traditional landline, mobile phone or VOIP phone, we have a device-agnostic app (IOS and Android devices), a solution accessed from any web browser, and finally integrations with 3rd party applications such as Zoom, Webex, Teams, Telehealth platforms etc. The Boostlingo solution does not require specialty equipment solely procured from Boostlingo to access the platform. Agencies can use the existing equipment that is deployed today.

Boostlingo does have language access purpose-driven hardware available for purchase and/or lease. Device options include audio conference for over-the-phone interpretation (OPI), Tablet with optional carts supporting over-the-phone interpretation (OPI) and video-based interpretation (VRI), tabletop dedicated tablet supporting over-the-phone interpretation (OPI) and video-based interpretation (VRI).

Device requirements and specifications can be found in the link below. <https://boostlingo.zendesk.com/hc/en-us/articles/115004084188-Minimum-Requirements>

- **Utilize interpreters who are United States citizens or legal residents of the United States.**

- Boostlingo can support US-only routing; however, this may affect available resources (primarily tied to languages of lesser diffusion), increase connection times, and incur additional costs. With the Boostlingo advanced routing, we can prioritize a specific pool of interpreters while leaving the general pool available. This will allow the failsafe network to support citizens, staff, and other users, especially in an emergency.

- **Offer, at a minimum, the following languages: Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, (Khmer), Dari, German, Gujarati, Haitian Creole, Italian, Polish, Portuguese, Tagalog, Thai, Ukrainian, American Sign Language and Arabic. Offeror can include any additional languages and the availability of those languages.**

- Confirmation that Boostlingo can support all of these languages. Please see the attached language lists in the appendix.



Electronic Interpretation

The offeror(s) should provide a cloud-based electronic interpretation management system in order to facilitate the delivery of all modes of interpretation delivery including on-site, over-the-phone, video remote, and simultaneous interpreting. The system must be capable of maintaining data about its staff and contracted interpreters, maintaining schedules and calendars of interpretation assignments, facilitating the proper workflow based on the initial request of the interpretation encounter, and ideally, tracking the assignment to completion and enabling the interpreter to submit an invoice for the completed assignment. The County must be able to utilize their employed and contracted interpreters for requests but interested in a partner who can supplement with a network of on-demand vendor-provided interpreters to expand access.

- This is written confirmation that Boostlingo can comply and deliver all the requirements listed above in the "Electronic Interpretation" section.

DESCRIPTION OF SERVICES AND DELIVERABLES

- **The system should be a secure, hosted cloud-based, HIPAA-compliant platform.**

- Yes! All services are compatible with HIPAA standards. All Traffic in transit and at rest is encrypted using 256 Advanced Encryption Standard (AES). Boostlingo's infrastructure provider is Amazon Web Services (AWS), where we host our applications, servers, databases, undergoes many audits including SOC 2 and ISO27001 audits. Please see the following pages to review the compliance of Amazon Web Services: <https://aws.amazon.com/compliance/>. All data will reside entirely within AWS on systems controlled by Boostlingo; none of the data will reside on computers locally. Role based permission levels are customizable within the platform to designate security roles and access privileges.

- **A consistent/dedicated account manager and full technical support is required.**

- Central to our customer success model is providing a dedicated Account Manager, who will be responsible for overseeing all aspects of onboarding, deployment, and continued support for the life of the partnership. In addition, we conduct Quarterly Business Reviews (QBRs) with key stakeholders and Annual NPS surveys.

A team of seasoned individuals with various skill sets from project management, account management, technical support, and language access will manage the partnership. You will have a primary point of contact with at least three years of experience working on enterprise deployment projects. Any additional resources, such as development, can be brought on as needed to investigate and scope out more complex project requirements.



BoostOnDemand's technical support is available via email (support@boostlingo.com) and via phone at 512-593-5215. Customer may also submit a ticket for technical support here <https://boostlingo.zendesk.com/hc/en-us> or such other URL as Boostlingo may provide from time to time. Boostlingo provides support 24/7.

▪ **The system should have the capability to store data pertaining to interpreters that are employed and/or contracted with, such as the languages in which each interpreter is authorized to interpret, the interpreter's location, the interpreter's availability, and whether the interpreter is certified or registered to interpret in a given language.**

-Yes. The Boostlingo IMS has the ability to store Interpreter profiles which contain information regarding languages, location, certifications and availability.

▪ **The system should be able to hold documents, track due dates, and send reminders to administrators, assigned staff, and/or interpreters related to interpreter certification/registration status requirements, and to flag them when they are overdue/not met.**

- In our workforce management module, we can store documents for easy access, set expiration dates for certifications, and flag incomplete interpreter profiles.

▪ **The system should enable unlimited administrative users, client users, and interpreter profiles.**

- Yes, Boostlingo can deliver to this requirement. The system will allow this without issue. Scheduling coordinators will see schedules for any entity for which they are authorized. User authorization is flexible to allow association with customers, departments, and service locations. Users can also be given full permission to see all assignments. Data can also be organized by Business Units and Regions

▪ **The system should incorporate the ability to deliver on-demand and pre-scheduled over-the-phone and video remote Interpretation services. With tracking and reporting of specific call metrics including requested time, connection time, and duration of call, requestor information, interpreter information, and ideally custom call data metrics defined by administrators of the system.**

- Boostlingo's core offering is to provide remote interpreting services, this includes the ability for agencies to access both on demand and/or prescheduled over-the-phone and video remote interpreters, 24/7/365. We have included language lists in the appendix by delivery mechanisms and one that shows the average connection times by language, all times are noted in seconds. These languages are available at a nation level for any and all agency's to use and consume.

Prescheduled appointments should be scheduled with as much notice as possible, especially for languages with lesser diffusion. We recommend 24 hour notice if possible. This will allow Boostlingo to ensure we are providing the correct interpreter from not only a language perspective, but the appropriate subject matter expert for the appointment.



Boostlingo's platform includes robust analytics and reporting allowing your system admin to create and manage reports tied to all activity and requests for language interpretation. The reporting function within the platform has been designed for ease of use and self service. Our Account Management team will provide training for your system admin(s) during implementation and ongoing as needed. Business intelligence insights include but are not limited to language, usage, users, departments, minutes, locations, time, date, custom fields, etc. Reports and analytics are all exportable in csv and excel format.

▪ **The location of assignments in the system, with mapping integration built into the system for the location of the assignments, to track the mileage from the interpreter's starting location to each assignment.**

- Yes. Boostlingo uses Google Maps' API to track all locations. Mileage can be calculated automatically based on the interpreter's home address and the location of the assignment.

▪ **The system needs to be able to facilitate interpretation requests and to send notifications to interpreters that fit the requested language and any other applicable criteria, about upcoming assignments.**

- With our Auto Offer feature, eligible interpreters can be notified automatically by email about upcoming assignments. They can be assigned on a first come first serve basis, or interpreters that express interest can be manually assigned by a scheduler with our Offer Pool feature. Email and SMS messages are based on various templates that can be configured to include any amount of job-related information required. Interpreters can accept assignments through email, text, or directly on the interpreter portal.

▪ **The system needs to enable interpreters to access information about upcoming interpretation needs, to accept or decline assignments, confirm assignments they have previously accepted, and once an assignment is completed, to enable the interpreter to verify that they have completed the assignment and submit an invoice for work performed.**

- On the interpreter portal, interpreters can see upcoming assignments that were offered to them. They can accept, decline or confirm appointments, and they can 'close' assignments, essentially submitting their final timesheets as well as any expenses that will allow for the interpreter payment to be generated.

Boostlingo supports various email templates for sending information to interpreters that can be configured to use any assignment related information that is maintained in the system. Confirmation emails to interpreters will include the Verification of Service (VoS) form when required by the customer. Schedulers can attach additional documents to jobs, which the interpreter can access from their portal.

With our Auto Offer feature, eligible interpreters are alerted to an incoming job request, and then assigned on a first come first serve basis once they confirm they're availability, or interpreters that



express interest can be manually assigned by a scheduler later with our Offer Pool feature.

Eligible interpreters are interpreters that are available, not double booked, and meet all the language, location, and certification requirements related to the assignment. If an interpreter accepts a job and wants to back out of it, he or she must contact the scheduler to get unassigned.

▪ **The system needs to be able to customize user roles and permissions with an audit trail visible from an activity log.**

- Yes. The IMS platform has the ability to create custom roles based on the users job responsibilities and required access privilege's. Any and all User actions are logs and accessible to review via the admin portal with a full audit trail.

▪ **The system ideally, will support invoicing and payroll functions with either export or integration capabilities to the GL/Accounting system.**

- The platform has its own native invoice module and process built in but also supports the ability to export to a .csv flat file and integrate with Quickbooks.

▪ **The system needs to enable an Admin user to cancel an assignment and customize notifications of the canceled assignment.**

- Boostlingo's IMS will address this functionality. Based on the user-defined roles and access privileges, admins have the ability to cancel and manage additional scheduling workflows as well as create custom notifications based on the activity to route to identified users.

The system provides customization of user roles and permissions, depending on the specific requirements of an agency, department or user. The customizations are applicable to a departmental, user or agency level. Boostlingo understands that there is rarely a one-size-fits-all situation.

▪ **Automation and Integration: The system must be able to accommodate sophisticated automations and support the ability to integrate to third-party applications via API.**

- Boostlingo provides an SDK and open API for integrating scheduling assignments and continual updates via a bi-directional capability. We utilize HL7 including ADT, SIU, DFT, MDM, and ORU. Boostlingo has successfully integrated to incorporate the ingestion of appointment requests and the sending of appointment updates, documentation, and charge and diagnosis information back. All actions in the Boostlingo platform can be automated using our open API.

Integrating on demand services can be done with audio and video. Boostlingo provides an SDK and open API for integrating video applications such as 3rd party telehealth providers. Audio integration can be made available to either DTMF or SIP integration capabilities. Boostlingo currently has integrations with Zoom, Cisco Webex, and CoviU. We are eager to explore additional integrations to streamline our partners



workflow and optimize efficiency.

▪ **Vendor shall be able to offer at least 250 spoken languages and ASL services, via audio and/or video. Supporting services 24 hours a day, 7 days a week, and 365 days of the year.**

- Boostlingo provides up to 300 languages and dialects via our IMS, including ASL. These services are delivered and support 24/7/365.

▪ **The system should support the ability to provide real-time feedback of call quality and interpretation quality for quality assurance purposes.**

- Customer satisfaction is extremely important. First and foremost at the point of encounter, Boostlingo provides the ability to collect real-time feedback of both interpreter and call quality metrics. This feedback is twofold, quality related to the interpreter and the performance of the technology. The interpreter feedback feeds into our intelligent routing algorithms for future use at an individual user level. For example, if a user rates an interpreter 5 stars, the next time that user needs the same type of interpreter the routing logic will look for the interpreter rated 5 stars. Thus allowing the user to create custom pools of interpreters based on their individual preference and experience. This function allows Boostlingo to directly incorporate customer satisfaction, at an individual user level, directly into the individual users experience.

Additionally we proactively monitor our partner's call quality and connections. This includes any and all known support queries that have been submitted, monitoring the performance of all backend connections for jitter, latency or other indicators that could indicate drop in quality, interpreter feedback and data analysis tools that can be used to spot trends and anomalies within a given period.

▪ **Simultaneous Interpretation Requirements (if requested):**

▪ **The system must be a secure, hosted cloud-based platform that facilitates the delivery of in-person and remote simultaneous interpretation supporting virtual, in-person, and hybrid meetings and events.**

- BoostEvents has been delivering Remote Simultaneous Interpreting (RSI) services since it was established in 2014. We are proud to be among the first companies in the video conferencing sector to develop a remote simultaneous interpretation platform that offers easy-to-use video conferencing combined with high quality RSI.

Our platform is built with professional conference interpretation in mind and makes it as easy as possible for interpreters to do their best. Since the inception of BoostEvents we have hosted over 3000 high-value multilingual meetings with simultaneous interpretation reaching 196 countries all around the world.

Our client pool is as varied as those requiring language support, including large multinational organizations, governmental and non-governmental institutions, corporations, various United Nations Organizations, school districts in the United States, and more. BoostEvents is capable of integrating with



several different types of applications to support multilingual events of a different kind, including fully remote, onsite, and hybrid.

▪ **The system should be compliant with all standards of ISO 24019|:2020.**

- Boostlingo can confirm that we are compliant with ISO 24019|:2020.

▪ **The system should include the ability for users to connect remotely through a device-based live stream feed, as well as through remote interpretation receiver applications or hardware for in-person events.**

- Our platform allows users to connect:
 - Through a web browser on both mobile devices and laptops
 - Through iOS and Android App available for smartphones and tablets

In addition, our platform has a dedicated DANTE-compatible interface to seamlessly integrate onsite interpretation hardware to the audio feeds.

▪ **The system should support other ways to engage and communicate with multi-lingual attendees outside of the audio experience.**

- BoostEvents will provide the following added benefits:
 - Multilingual chat
 - Multilingual polling
 - Multilingual recording
 - Multilingual slide presentation, synched to each language channel
 - Multilingual breakout rooms

After completing the event on the BoostEvents platform there are different sets of analytical data available to be downloaded. Clients can access participant list, chat transcripts, polling results, data on participant engagement with specific language channels and access multilingual recording.

Interpreter and Translator Requirements

▪ **Screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.**

- While this is not a requirement in every case, many of our translators are certified by the ATA and NAATI. Our vendor management team works through a database of 1.5 million linguists to qualify for potential admittance into our network of translators. Linguists are recruited based on the following criteria (more may apply):

- * Publicly available feedback from end clients or language service companies whose identity has been verified by our company.
- * Feedback by linguist customers that is not publicly available (our staff will contact the customers)
- * Linguist identity verification
- * Linguist native language test
- * Credential verification
- * Proprietary courses completed
- * Security policies
- * Score from responding to terminology questions
- * Professional translation portfolio
- * Years of experience
- * Conferences attended, presentations given, translator meetups attended
- * CPD
- * Endorsement of professional practices
- * Data security policies
- * Comments/Notes from our staff
- * Competence in source and target languages, research competence, cultural competence, technical competence (EN 15038)
- * Reviews from colleagues and other certified translators
- * Overall online activity, in order to check for good practices, communication skills, and ease to work with.



In addition to this, our internally certified translators have to pass a double-blind translation test that will check the following:

- * Terminology
- * Syntax
- * Omissions
- * Structural and agreement errors
- * Spelling
- * Punctuation
- * Other errors

Boostlingo works in collaboration with third-party organizations to develop training and orientation, such as RWS, who provides training to use their CAT Tool, Trados.

▪ **Able to write at an appropriate reading level for target audience and are linguistically accurate, culturally appropriate, and technically consistent with the original documents and ensure that a single translator is used to complete each document to ensure continuity and consistency in terminology, syntax, and style.**

- This is a standard request that comes from clients, this is usually content or document specific depending on the target audience as identified by the agency.

▪ **Knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to the County or Participating Public Agency for resolution.**

- Boostlingo can provide US based resources; however, this may affect available resources (primarily tied to defuse languages), increased turnaround times, and incur additional costs.

We also understand this request and can meet the expectations outlined above by creating pools of linguists by country, region, location, etc.

▪ **Interpreters who can act as a bridge, providing the County or Participating Public Agencies with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.**



- This requirement is outside the scope of what it means to be an interpreter. However, the interpreter may alert the speaker if there could be a cultural barrier affecting communication

- **Knowledgeable of and compliance with HIPAA related privacy guidelines.**

- 75% of Boostlingo's 17,000 interpreters have completed HIPAA training. HIPAA training is also required for all Boostlingo employees.

- **Aware of affidavits and statements of truth in reference to the validity of the translation.**

- Our linguists are aware and these can be provided upon request. Sometimes there is a cost associated with these types of requests

- **Simultaneous Interpretation – should have at minimum two years of experience with simultaneous interpreting and should have at minimum five years of experience with conference based interpreting.**

- These are current standards which Boostlingo holds its existing pool of simultaneous interpreters too.

- **Annual proof of HIPAA-compliance training**

- All medically qualified interpreters are required to complete annual HIPAA-related training.

- **Proof of Medical Terminology (including Behavioral Health and medications) training in addition to the 40-hour basic medical interpreter training**

- **3+ years of experience in medical interpreting**

- **Medically specialized interpreters must also be familiar with and adhere to the appropriate code of ethics and standards of practice for the geographic region where the interpreting session takes place.**

- Boostlingo medically qualified interpreters meet or exceed all of the requirements list above

- **Proof of Legal Terminology Training**

- **3+ years of experience in legal interpretation**

- **For legal encounters, legally specialized interpreters must also be familiar with and adhere to the legal code of ethics and standards of practice for the United States.**

- Boostlingo legal interpreters meet or exceed all of the requirements list above

Telephone Services

- **Provide telephone equipment with a single, toll-free, nationwide 800-number to access all services and have conference-calling services and capabilities.**



- Boostlingo can meet this requirement. We have the ability to provide local numbers, language specific numbers, automated IVR driven solutions, Direct Connect capabilities and a variety of other call flow options and solutions. We appreciate and understand that different agencies, department, and users might have different needs when it comes to telephonic call flow needs and we can deliver to that. These services are offered at a national level.

▪ **Emergency Interpretation Services: Provide interpretation services in an emergency such as a natural disaster, during or after regular hours. Emergency situations including but are not limited to the capacity to support an increased volume of calls and provide accurate information to callers from the general public that may call the County or Participating Public Agencies for information. The Offeror must be willing and able to participate in briefing activities related to emergency operations when/if it becomes activated.**

- Boostlingo can deliver services in emergency situations and is already supporting the federal agency that is in charge of the Federal Govt response to disasters. With Boostlingo's unprecedented access to other language partners and companies, we have the ability to scale up resources to meet any unforeseen volume surges related to an emergency or natural disaster. Our existing partner network would allow us to lift and shift our volume if one or more of our partners are directly effective by an emergency or natural disaster. This partner network really does allow Boostlingo to have the ultimate redundancy plan compared to anyone else in the market, this ensuring we can always service our base.

Onsite Services

▪ **Provide interpreters in person, on site or otherwise, when required. The requirement for in-person interpreters will be scheduled in advance and the Offeror should provide services within forty-eight (48) hours unless otherwise scheduled later.**

- Boostlingo does not provide onsite interpreting directly to our clients as a service. However, we are uniquely positioned within the market, like no other language service company, to allow an agency to procure, manage, and deliver on-site interpreting services through our Interpreter Management System (IMS) at a local, regional, and national level.

When Boostlingo first came to market we exclusively sold our SAAS product to other language service companies, which has allowed us to build a global network of over 400 partners within language services. Through these partnerships, we can extend national coverage to support onsite interpreting needs for an agency and allow the agency to manage these relationships on its own via our IMS.

Boostlingo believes in person interpretation is best delivered at a local level allowing the local community to support the community. The IMS supports the ability to maintain the existing local relationships that are already in place for onsite interpreting, the systems dynamic routing can prioritize specific interpreters althwhile connecting to a vast network of interpreters when local partnerships or resources are not available. Leveraging the direct relationships within the IMS helps support existing direct rate agreements



in place The Boostlingo IMS unifies all management of in person interpretation with full support at a local agency level.

This model is completely unique to Boostlingo and we are the only organization that can offer this type of support and technology.

▪ **If it is anticipated that interpreter services will be needed more than eight (8) hours for a single session, the County or Participating Public Agency and the Offeror will mutually determine if more than one interpreter shall be required.**

- This would depend on the type of assignment and mode of interpretation needed. It would be assessed with an agency on a case-by-case basis.

▪ **Be proficient in consecutive interpretation in which the interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is spoken.**

- Boostlingo on-demand interpreters would interact in this method as this is standard practice.

▪ **When more than one interpreter is available for an assignment, the Offeror shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the County or Participating Public Agency.**

- This would be standard practice, but also remember ultimately it would be based on interpreter availability and schedule.

▪ **Expedited onsite interpreter services shall be provided by the Offeror for requests received with less than forty-eight (48) hours' notice.**

- This would be standard practice but would be scoped with the agency and onsite partner directly.

▪ **An interpreter should be physically present at the location specified by the County or Participating Public Agency, including locations with security or other special requirements, and shall abide by all such security or special requirements.**

- This would be standard practice, but would be scoped with the agency and onsite partner directly.

▪ **The County Participating Public Agency should have the ability to request a specific interpreter for a specific language interpretation for onsite service if the request is placed in advance of the actual time it is needed, in the manner detailed in Offeror's proposal.**



- This would be standard practice but would be scoped with the agency and onsite partner directly.

Written Services

▪ **Provide written document translation services for the languages it offers and provide a listing of any additional languages it offers. The Offeror should provide document translation services from English to source language and/or source language translation to English.**

- Boostlingo has provided a list in the appendix of the most common languages offered, we have the ability to source any language requested by an agency.

▪ **Provide review, editing, and proofreading services for previously translated documents.**

- Boostlingo can confirm that we offer all of these services

▪ **Manage document translations electronically.**

- Boostlingo confirms that document translation will be managed electronically

▪ **Be capable of receiving source language documents by e-mail, facsimile, or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by e-mail, facsimile, or other electronic means.**

- Boostlingo confirms it can meet these requirements.

▪ **Completed orders should be returned electronically, preferably by email, to the address specified in the request. If the resulting document is too large to be transmitted via email or in a compressed format, documents will be accepted on a flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by the County or Participating Public Agency only when pre-approved and a result of the request.**

- Boostlingo can confirm that all completed translated content will be returned electronically.

▪ **Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-matter detail and retain fluency. The Offeror should also provide translated materials that meet the following requirements: accurate content, correct spelling, correct grammar**

▪ **correct language structure (while remaining faithful to English content)**

▪ **appropriate manner for the target audience, taking into consideration:**

a. **reading level**

b. **culturally appropriate terminology & content**

c. **clarity of message (easy-to-read)**



d. regional dialect and idiomatic differences

- Boostlingo's translators can adhere to this policy

- **The translated document(s) should be checked by proficient translators before delivery for quality assurance. Acceptable methods include:**
 - **review by a proofreader or editor**
 - **peer review of the draft**
 - **field-testing of drafts (as appropriate)**
 - **testing in a sampling of the potential target audience of material in both language and imagery**

- Translation workflows would be confirmed and agreed upon by the agency requestor and Boostlingo. Very rarely is there one workflow that will meet all agency requirements, specifications, and deadlines. Boostlingo understands quality is paramount to be able to clearly communicate with the citizens the agency serves and will work hand in hand to define a process acceptable to all parties.

- **The time frame for completion of routine written translations of source documents requiring twenty (20) or fewer pages of target language translation, the translation should be completed within five (5) business days from the day the County or Participating Public Agency sends the source language electronically to the Offeror or seven (7) business days from the date Region 4 or Participating Public Agency sends the source language via overnight delivery such as priority U.S. Mail, UPS, FedEx, etc. The time frame for more than 20 pages of target language translation should be one (1) week, plus one (1) additional day for each additional ten (10) pages, or portion thereof, of target language translation.**
- **Expedited Translation Services: Provide expedited written translation services when requested by the County or Participating Public Agency. Expedited written document translation shall be continuously available for languages. Expedited written translation documents shall be completed within one (1) day from the day the Participating Public Agency sends the source language electronically or two (2) days from the day the County or Participating Public Agency sends the source language via overnight delivery such as U.S. Mail, UPS, FedEx, etc. to the Offeror for up to ten (10) pages of target language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of target language translation. In the event of an emergency "event" (e.g., natural disaster, bioterrorism, or other public safety related emergencies) the Contractor should provide expedited written translation services for press releases within the following timeframes:**
 - **Translate up to ten (10) press releases (each up to 1 page in length) per month in Spanish with under three (3) hours of turnaround time; and**
 - **Translate up to ten (10) press releases (each up to 1 page in length) per month in other core and non-core languages with under five (5) hours of turnaround time.**



- Please remember that every document is different, regardless of page count. You also need to take into account the content itself, language, formatting of the each document page, audience etc when translating, which makes offering a blanket commitment to “x” time frame to the deliver document of “x” number of pages a challenge.

However, meeting the requirements listed in the four bullet points above is possible. In many cases we would have to use a team of translators and/or machine translation would need to be used in the workflow to meet these types of deadlines, especially if they are one-off requests. If there are consistent needs around this requirement it is possible to build a pool of human linguists who are standing by and ready to receive the content. Ultimately, we would work with said agency to scope a suitable solution to meet the requirements and ensure a quality product is delivered.

Video Remote Services

▪ **Provide video remote interpreting Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Local Time, upon request by the County or Participating Public Agency for languages within 45 minutes of the time services are requested.**

- Boostlingo offers a variety of languages available via on demand video remote interpreting. These services have maximum capacity during US business hours and many languages are available 24/7 via video. We have provided a language list in the appendix defining this offering

▪ **The Video Remote Interpreting system must be compatible with desktop and laptop computers and one 2-megapixel or better camera (built in or clip on) or complementary equipment, as approved by the County or Participating Public Agency. Video Remote Interpreting should be the most cost-effective or logistically reasonable solution for interpretation needs.**

- Boostlingo can deliver to this requirement. We offer three options for accessing on demand video remote interpreters:

- Via the Boostlingo Interpreter Application which lives in the both the Apple and Android stores
- Via any web browser
- Via integration into third platforms like, Zoom, Teams, and telehealth platform. We do have an open API that will allow further integrations into other third-party platforms, custom and home-built systems as well

Statement of Qualifications



Statement of Qualifications:

Boostlingo was founded in 2016 with a team dedicated to solving the most significant challenges in expanding language access to support diversity and equity to the non-English speaking population. Our technology focuses on bringing innovative tools to improve the experience of those delivering and receiving language services. Our Interpretation Management Solution (IMS) with virtual interpretation capabilities supports organizations that provide in-person, over-the-phone interpretation (OPI), and video remote interpretation (VRI) both prescheduled and on demand. With a robust solution to manage, scale, and grow language services, we expanded our footprint with hundreds of LSPs across the globe, allowing us to build a one-of-a-kind closed marketplace of interpreters and translators to support various organizations in delivering linguistic services.

In 2018, Boostlingo expanded services to deliver language services directly to end customers, including public entities, with customers in the US Government from the Federal to the local level, various Governmental support agencies, non-governmental agencies, and non-profits. We also support numerous government entities outside the US, including Canada and many European-based countries.

A few examples of clients supported at a national and local level on the Boostlingo IMS directly or via partners are various State Superiors Courts, Emergency services (911, Sheriff Departments, Fire, Ambulance, Police), 9 of the 11 Federally approved Refugee Resettlement agencies, Federal Disaster Support, School Districts, Higher Education, County Court Systems, Health Departments, YMCA's, Boys and Girls Clubs, Not for Profit Hospitals, Federally Qualified Health Centers (FQHCs), Community Health Centers (CHCs), public health plans, crisis centers and various types of shelters.

Boostlingo's rapid growth over the last two years has brought us to nearly 150 employees, the majority US-based. Our team of tenured employees has expanded the organization by bringing in industry experts at all levels to help manage the business and support our customers. Employees dedicated to improving language access, such as the Sales Lead on this RFP, bring ten-plus years of government and GPO experience in the language industry, along with one of the industry's most renowned trainers and educators in the language and interpretation field and an industry veteran to build and manage our language service workforce. As noted within the RFP response, Boostlingo will dedicate various internal teams to support the overall GovMvmt Program Team to ensure that all agencies interested in the Master Agreement are receiving best-in-class service. Other supporting groups include Account Management, the Language Access Team, IT/Development, Finance, Executive Support, and Sales and Marketing.

Boostlingo will continue to be an innovator within the language industry as we constantly talk with our clients to take feedback on improving our products and service offerings. A key differentiator of Boostlingo is that we aren't just looking to be another service provider; our goal is to be a true partner with our clients to ensure language access and equity for all.

Key Individuals



Key Individuals

Robert Arnold – Director of Enterprise and Government Accounts

Curriculum Vitae: <https://www.linkedin.com/in/roberthunterarnold/>

Robert has been working in the language services industry for the last 10 years. He has worked in a variety of roles during this time and spent the last 5 years focused on managing clients' remote interpreting needs. His expertise within remote interpreting has historically been focused on government related clients and has worked with every level of the government from the Federal to the local level. Robert is the main author of Boostlingo's RFP response and has been with the organization for 1.75 years.

Patrizia Barraza-Suncin - Director of Account Management

Curriculum Vitae: <https://www.linkedin.com/in/patrizia-barraza-suncin-8718b9123/>

Patrizia (Trish) resides in Oakland CA and will be a local representative for the County. She has been working at Boostlingo for the last five years. During this time, she has had a variety of client facing roles and currently heads up the Account Management Team. Being one of Boostlingo's original team members she brings invaluable experience to the table, knowing our platform, processes and interpreter pool better than anyone. Her leadership has solidified the Account Management Team as a cornerstone of the organization. Trish will be responsible for overseeing the onboarding and implementation process, as well as the ongoing support provided to Chesterfield County by their dedicated Account Manager (see below). Trish has participated in creating this response, organizing our references and providing valuable insight into how the service will be delivered to the County's needs.

Ashley Sanders – Account Manager

Curriculum Vitae: <https://www.linkedin.com/in/ashley-sanders-20b08016b/>

Ashley is an experienced Account Manager with a demonstrated history of working in tech and delivering services. She is all-in on the customer experience and utilizes her knowledge of data analytics to optimize processes, increase customer satisfaction and reduce churn. Ashley is the Account Management lead for all Boostlingo's enterprise-sized accounts and has a wealth of experience in managing clients of similar sizes and needs as the County. She will be the County's main point of contact upon award and will be leading the implementation and training experience. She will work with internal teams and everyone listed here to ensure Chesterfield County's experience from day one is a success. Ashley has participated in creating this response, organizing our references, and providing valuable insight into how the service will be delivered to the County's needs.

Katharine Allen - Training Specialist

Curriculum Vitae: <https://www.linkedin.com/in/katharine-allen-18b9b56/>

Katharine is a well-known presence in the interpreting profession with decades of experience as an interpreter training specialist across specializations. She has created many training programs for community, healthcare, education, conference and government interpreters and is co-author of The Community Interpreter® International, The Indigenous Interpreter® and the upcoming The Remote Interpreter® textbooks. She is an active interpreter in her local community and on remote platforms



and is a longtime advocate for all things quality when it comes to interpreter training, especially for remote interpreters. She has provided language access consulting to hospitals and organizations across California. Katharine will be responsible for ensuring Boostlingo provides well-trained and highly professional interpreters for Chesterfield County. She'll also help make sure workplace standards are met and that the end goal of providing meaningful language access for Chesterfield county remains the top priority. Indeed, she has frequently interpreted for Chesterfield County municipal and government events remotely during the pandemic. Katharine is a long-time Northern California resident and brings a local's knowledge and understanding of language access to this project.

Caroline Remer – Vice President of Language Access

Curriculum Vitae: <https://www.linkedin.com/in/caroline-remer/>

Caroline has been in the language interpretation space for more than 13 years as a Spanish interpreter and with Boostlingo since May 2018. She did her undergraduate degree in Spanish and International Relations and her Masters degree in Peace and Conflict Studies in Spain, where she started her interpreting career. Caroline moved back to her hometown of San Francisco in 2015 after finishing her studies and entered into the Social Work field, working as part of a care team to serve low-income, Spanish-speaking older adults. After transitioning from the Social Work field, she found Boostlingo where she built their Language Access Department from the ground up, and her team manages a robust network of more than 17,000 Professional Remote interpreters, ensuring quality, advocating and promoting career development for interpreters, and hosting a myriad of social media efforts and webinars for remote interpreters. Her role in supporting the county is to ensure we have the proper resources in place today to support the County's needs and to monitor those needs moving forward. She will leverage data and trending analysis to build out interpreter staffing models by language and time of day to support the county. Caroline has supported this RFP response in a variety of ways related to responses about interpreters' quality, compliance and process.

Quinn Bott – Global Manager of Technical Support

Curriculum Vitae: <https://www.linkedin.com/in/qbott/>

Quinn has been working in the tech space with a focus on customer experience and troubleshooting for ten years. Quinn's technical background and experience across the full customer-lifecycle ensure his team has the skills to engage around technical issues while meeting users of different experience levels where they are.

Kristy Seiber - Executive Sponsor, Vice President of Sales

Curriculum Vitae: <https://www.linkedin.com/in/kristy-seiber-924a1255/>

Kristy is a highly skilled leader with significant experience leading and improving business processes. She joined Boostlingo at the beginning of 2022 and brings over 20+ plus years of Healthcare IT-related experience to Boostlingo, with a focus on client management and improving customer experience. She is a critical thinker who is always asking the question, "What can we do better for our clients?" As a member of the Boostlingo Executive Team, Kristy is Chesterfield County's executive advocate and gives the County a direct escalation point at the Executive level.

References



References:

Kentucky State Court

Joshua Elliott

JoshuaElliott@kycourts.net

503-573-2350

Las Cruces Public Schools

Aine Garcia Post

agpost@lcps.net

575-527-6030

Frederick County Sheriff's Office

Ha Van

hvan@frederickcountymd.gov

301-600-3605

YMCA of Central Ohio

Becky Ludt

rludt@ymcacolumbus.org

614-397-4159

Pricing

Section H |

beastlingo

GovMvmt Exhibits



EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?
Yes ☒ No ☐
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes ☒ *No ☐
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes ☒ *No ☐
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes ☒ No ☐
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes ☒ No ☐
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes ☒ No ☐
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes ☒ No ☐
8. Check which applies for your company sales last year in the United States:
☐ Sales between \$0 - \$25 Million
☒ Sales greater than \$25 Million to \$50 Million
☐ Sales greater than \$50 Million to \$100 Million
☐ Sales greater than \$100 Million

Submitted by:

Noelle Lattimore

(Printed Name)

Noelle Lattimore

(Signature)

VP of Legal and Compliance

(Title)

10/13/2023

(Date)



Exhibit B: Supplier Response

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

- Boostlingo has reviewed and agrees with and can deliver to all requirements noted in Section 1 – Representations and Covenants.

We value the effort it takes to build and maintain a true partnership. We welcome the opportunity to work with GovMvmt to successfully partner with Public Agencies in adopting the Master Agreement. One of the reasons we are participating in this RFP is because we believe in the fundamental principle that GovMvmt was founded on: creating a true, not-for-profit, public-focused program that is centered around providing dependable, quality programs and services with the public's interest at the forefront of everything we do.

We are committed to this new partnership and ensure efforts to be at multiple executive management levels and other cross-departments within Boostlingo. Boostlingo will come together to evangelize GovMvmt's founding principle as a pillar of our go-to-market strategy. Coupled with our unique offering, we will be coming to market with a partnership that is a true differentiator in the public procurement space at a national level.

The Boostlingo team will ensure the Master Agreement is the lead focus of our conversations and prospecting efforts within the public space. This will happen with our Sales and Marketing resources dedicated to this contract and partnership. Our commitment is to share the value the agreement can offer agencies and highlight the differentiators our partnership provides the market.

B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

- From the beginning, Boostlingo has endeavored to provide the best, all-in-one solution for all interpretation and language service needs. As a technology-forward organization, Boostlingo's mission is to develop the innovative tools government entities require to facilitate exceptional communication. Boostlingo is a differentiated partner with a one-of-a-kind platform and service model that supports the ever-changing demands of diverse citizen needs.



The Interpretation Management System (IMS) incorporates all delivery modes of interpretation delivered by internal and external resources, including a scheduling system for managing in-person and remote over-the-phone (OPI) and video remote interpretation (VRI), delivery of OPI and VRI interpretation, interpreter profile management, rate management, and a robust analytics platform. On the back end, Boostlingo's intelligent routing engine is driven by a custom ruleset to ensure interpretation requests are routed to the right person at the right time. Too frequently, the government is left with fragmented technologies and siloed processes to complete critical tasks to enable effective communication with its citizens. A lack of integrated and interoperable systems leads government stakeholders to make decisions only supported by their accessible silos. Finally, there's a solution to bridge the multiple resources, vendors, and technologies, unifying language access and providing the most efficient and cost-effective option at every touchpoint.

Boostlingo brings the latest on-demand audio and video technology to bear and has engineered a unique interpreter marketplace. Boostlingo's IMS supports the enablement of internal staff to act as the front line of defense for in-person and on-demand requests. Our extensive network of interconnected language service providers affords a failsafe network of interpreters and translators to support the government's mission of providing equitable language access to everyone.

With such a substantial brigade of qualified interpreters combined with our IMS's advanced technology, Boostlingo can expeditiously connect calls to qualified interpreters across common languages and those of lesser diffusion. Boostlingo has become the vanguard within the language industry, not in a vacuum but from listening to our partners and industry experts in the field of language services. We are proud to be the technology vendor for over four hundred language service providers and over fifteen hundred direct customers. With such a vast network of Language Service Providers, Boostlingo can act as the centralized hub bridging communications to various local language service providers for onsite interpretation and all the while consolidating invoicing, payments, and analytics in a single solution, leading to operational efficiency, enhanced communications, accessibility, and interoperability. Visibility into language access is critical to upholding organizational growth and goals. Without a centralized hub to store the data, you end up with a tangled web of broken data, resulting in accurate tracking and visibility.

Government organizations need to be innovative with language access options, and with Boostlingo's white-labeled ability, organizations like Chesterfield can extend their internal resources to other organizations. Not only does this afford the ability to support language access beyond the four walls of Chesterfield County, but it also creates a new service model.

In closing, Boostlingo's experienced and seasoned account managers and language access specialists provide a best-in-class implementation experience. Boostlingo's proposal offers Chesterfield County high-quality interpretation and translation technology services and the benefit of unifying all processes and workflows to support your citizens and staff effectively.

2. Provide the total number and location of salespersons employed by your company in the United States.



NUMBER OF SALES REPRESENTATIVES	CITY	STATE
3	Atlanta	GA
2	Orlando	FL
2	Knoxville	TN
2	New York	NY
2	Chicago	IL
7	Austin	TX
5	San Francisco	CA
1	Portland	ME
1	Los Angeles	CA
Total: 25		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

The Boostlingo Sales Team, under the direction of the Executive Sponsor, will be tasked with developing a Sales plan, that will be delivered in tandem with the marketing and implementation plan for the first 90 days. Together with the GovMvmt team, that Sales plan will begin to be executed. Processes will be documented and shared with the Sales team, and a strategy for deploying the program at the National level will be formalized. Through our Marketing department and Sales Support, various activities and outreach campaigns will be built out to build visibility of the GovMvmt contract to potential participating agencies.

These activities include, but are not limited, building of microsites, dedicated webpages, creating co-branding collateral, and interaction in various social channels, events, QBR's and annual reviews.

4. Provide the number and location of support centers.

Boostlingo has offices in San Francisco, Austin, Manila, London and Copenhagen

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:



Boostlingo is a privately held company and we do not disclose financial information publicly. To consider disclosure we would require a mutual non-disclosure agreement to be executed. As we advance through this process, we are willing to revisit this ask with an MND for contracting purposes.

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__, 20__, AND 20__			
SEGMENT	20 SALES	20 SALES	20 SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. For the proposed products and services included in the scope of your response, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__, 20__, AND 20__			
SEGMENT	20 SALES	20 SALES	20 SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

7. Provide a list of your company's ten largest public agency customers, including contact information.

Boostlingo works with and/or supports our partners to service every level of the government from the federal to the local level, K-12/High ED, non-profits and NGO's. Due to Boostlingo's unique business model, we are unable to disclose our clients customers that are serviced through our



SAAS offering, but can provide some sight on Boostlingo's direct clients which include, but are not limited to, the States of Colorado, New Mexico, Louisiana, Kentucky, Arkansas, the counties of Santa Clara, San Mateo, Frederick and variety of public supporting NGO's and nonprofits such as Catholic Charities, World Relief, and the Southern Poverty Law Center.

8. Describe any green or environmental initiatives or policies.

Boostlingo has always looked to be a responsible corporate partner to the environment and our local community. As an organization, we are committed to minimizing waste of all kinds and ensuring we adhere to all environmental laws and regulations at the local, state, and federal level.

Boostlingo has always embraced a remote workforce and allowed office-based employees a flexible work from home schedule to help reduce our carbon footprint and decrease our employee's dependency on fossil fuels. Our IT Department always looks at repurposing existing equipment before making the decision to buy new equipment. If a device is beyond repair or has become obsolete we will always properly dispose of all equipment and provide our remote employees with instructions on how to accomplish this on a local level.

When paper products are needed, we will always aim to purchase recycled products and have a strict office recycling policy. All of our invoices are sent electronically to our customers, further reducing our dependency on paper-related products or the necessary equipment needed to print such documents. All of our client's translation projects are handled digitally to provide not only a timely service, but to maintain environmental sustainability and reduce our carbon footprint.

Finally, we strive to create an inclusive community with equal opportunities for all, including health/benefits, safety; DEIB initiatives and opportunities; individual empowerment through ERG's; and volunteerism in our communities. We allocate volunteer hours to all Boostlingo employees, allowing them to participate in local community initiatives, and provide eligible employees paid volunteer hours to connect and give back to the local community.

Boostlingo prides itself as a business that offers services that impact communities across the globe on a daily basis and one that is focused on improving them on a local level through our environmental, sustainability and inclusivity best practices.

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

Not applicable. At this time, Supplier does not do business with or partner with any diversity programs.



10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:

- | | | |
|------|---|--|
| i. | Minority Women Business Enterprise (MBE or WBE) Yes | No ☒ |
| ii. | Small Business Enterprise (SBE) or Disadvantaged Business (DBE) Yes | No ☒ |
| iii. | Historically Underutilized Business (HUB) Yes | No ☒ |
| iv. | Historically Underutilized Business Zone Enterprise (HUBZone) Yes | No ☒ |
| v. | Veteran Business Enterprise (VBE) Yes | No ☒ |
| vi. | Service-Disabled Veteran's Business Enterprise (SDVBE) Yes | No ☒ |

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

It is the policy of Boostlingo not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status.

Boostlingo will take affirmative action to ensure that the EEO Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions.

Boostlingo will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy and all employment decisions are based on individual merit only.

All current employees of Boostlingo are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union accommodations for qualified disabled individuals.

It is the policy of Boostlingo that all company activities, facilities, and job sites are nonsegregated. Separate or single-user toilet and changing facilities are provided to assure privacy.

It is the policy of Boostlingo to ensure and maintain a working environment free of coercion,



harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to the company EEO Officer.

C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Boostlingo engages with agencies via multiple interactions depending on the agency's needs. Initial contact points can include electronic, via email, website inquiry, direct phone call, and in-person via conferences or trade shows. The following steps would result in scoping the needs and requirements of the agency with an initial meeting that would occur remotely or depending on availability in person.

Once an agency has selected Boostlingo as VOC and a contract is executed, the services would be set up accordingly, and training would be provided to the agency on accessing or requesting services. Typically, initial training and onboarding are delivered virtually, however, on-site implementation can be discussed during the scoping of services.

Once services are completed, a bill would be issued; this could occur at an individual project level or the Boostlingo preferred method of providing an invoice at the end of the month for all services performed the previous month.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Not applicable to this RFP or Services provided

3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.

Boostlingo engages with agencies via multiple interactions depending on the agency's needs. Initial contact points can include electronic, via email, website inquiry, direct phone call, and in-person via conferences or trade shows. The following steps would result in scoping the needs and requirements of the agency with an initial meeting that would occur remotely or depending on availability in person.

Once an agency has selected Boostlingo as VOC and a contract is executed, the services would be set up accordingly, and training would be provided to the agency on accessing or requesting services. Typically, initial training and onboarding are delivered virtually, however, on-site implementation can be discussed during the scoping of services.

Once services are completed, a bill would be issued; this could occur at an individual project level or the Boostlingo preferred method of providing an invoice at the end of the month for all services



performed the previous month.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

15 Days – 45 Days Depending on payment method

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Boostlingo accepts payment via all major credit cards (preferred), ACH and check.

6. Describe how your company proposes to distribute the Products and Services nationwide.

Boostlingo's products and service delivery mechanisms live in the cloud and are available 24/7/365. Agencies will be able to access services via phone, web browser, app, third-party integrations, and directly from Boostlingo agency-specific dedicated resources. As noted, our sales force covers every time zone in the continental United States, which will allow us to provide local contacts as well as support needs within their time zone and during business hours.

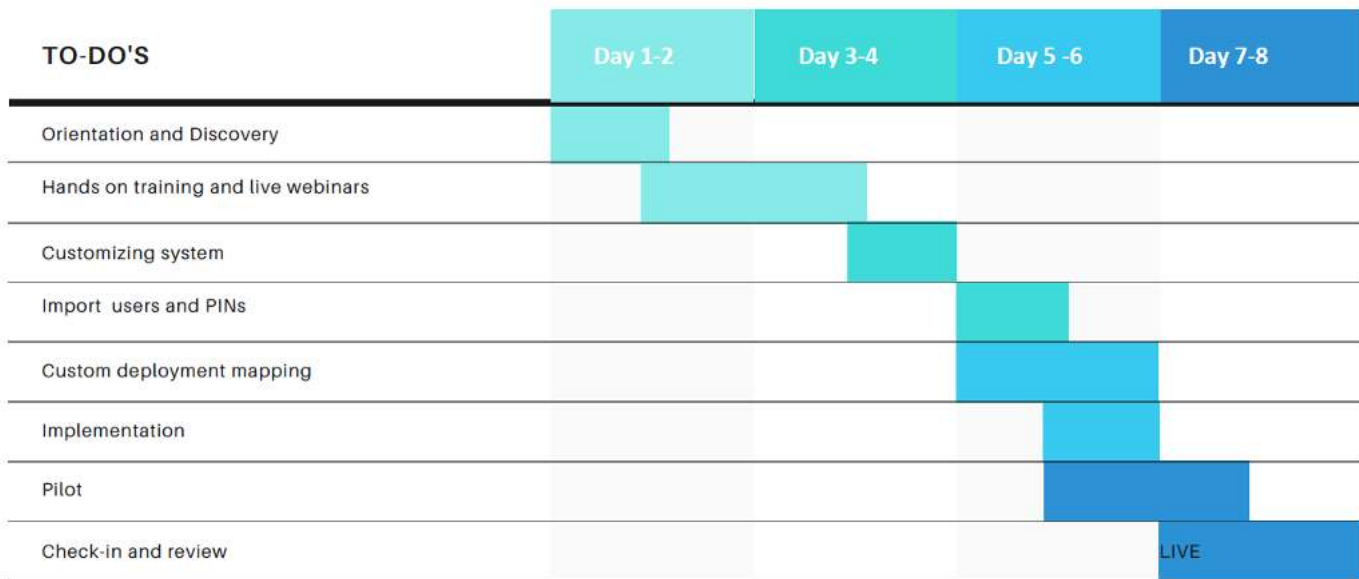
Implementation and Account Management functions can also be supported across and within time zones. Once an agency has been onboard and services implemented the day-to-day maintenance of the relationship will be handled by a dedicated account manager at Boostlingo.

Example of an Implementation Schedule:

Implementation is a complimentary service offered by Boostlingo to Chesterfield County and other public agencies. We value this phase of a new relationship as a bridge to building a successful partnership between our two organizations. Boostlingo will offer innovative customer training, both for new service roll-out and re-training to ensure that staff is well versed in accessing interpreter services. The Account Executive can arrange onsite training for large facilities by our Implementation Team. Alternatively, clients may arrange for web-based training or simply use resource guides and videos for their own training.

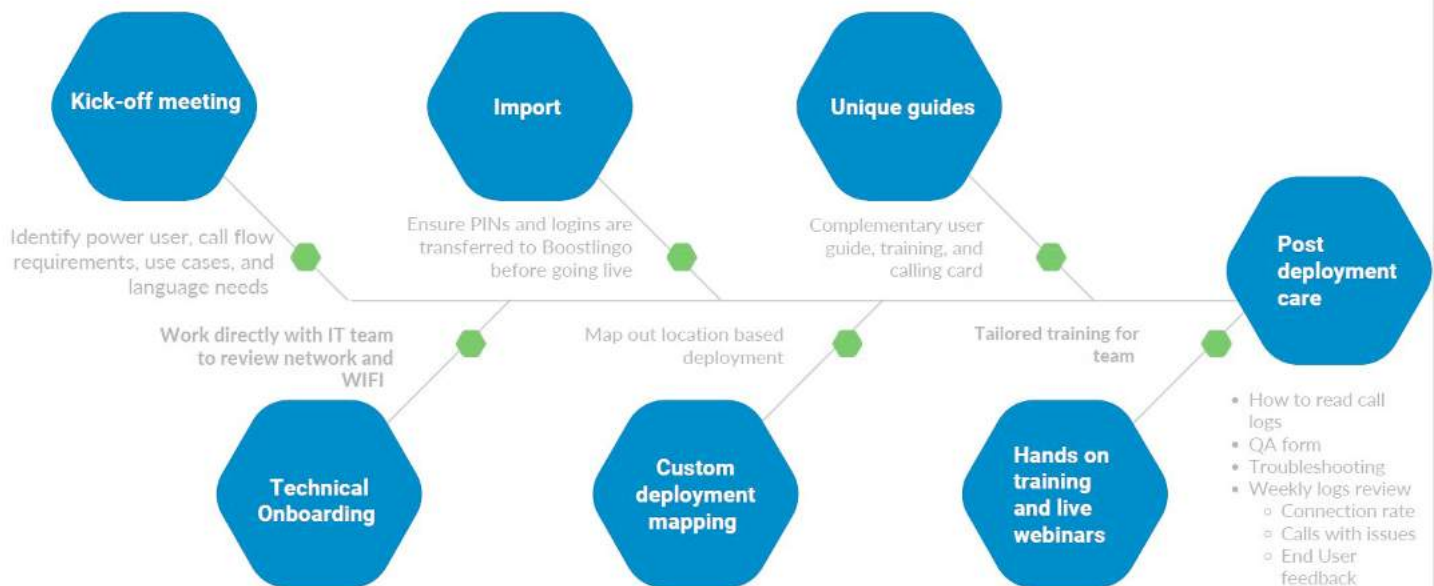
Boostlingo has a comprehensive approach to onboarding as we bring various specialists from the organization together to form the agency's custom Implementation Team. This Team will walk the county through each individual phase of the process. This starts with the Planning Stage on the Boostlingo side, which in this case has already started with the RFP assessment. This is where we analyze the specific scope and requirements of the agency's needs. We will look at language needs, volume, hours needed for support, and of course interpreter requirements, certifications and requirements. We will begin to scope the agency's objectives and how we plan to deliver to these needs. Upon contract award, we will then build out a timeline that includes critical milestones and benchmarks.

Typical Onboarding Timeline



The second step in the process would be the Scoping or Discovery phase. This is where our team would document the agreed-upon call flow(s), outline reporting requirements, confirm service level agreements, set up and confirm invoicing process, review interpreter staffing requirements and align executive management support and sponsorship. We would also start to build out the solution based on these findings and align all resources accordingly to meet the agency's needs and requirements.

Implementation Milestones



At this juncture, we would move into a live environment and begin testing of call flow, data capture, routing to interpreters with the correct attributes (US Based, medically qualified, legal, etc.), and ensure we are staffed appropriately by language and time of day to meet.

The final step is our go live date and launch of services. Boostlingo will initiate additional testing to ensure the live environment is ready, review call flows, and ensure interpreter staffing needs are met. We can also then set up a cadence for review of performance, which usually occurs on a weekly basis through the first month, and then determine the schedule for quarterly and yearly business and performance reviews.

We understand that two of the largest challenges the County will face is change management and continuity of service. As noted, we will support you with a variety of training offerings to ensure your team is ready to go on day one. We will be there to provide real-time support so we can troubleshoot any issues that come up in realtime. In terms of continuity of services, Boostlingo will work with the county to set a schedule for going live. Whether this is a staggered approach with bringing predetermined departments on over the course of a set period or turning on 100% of the volume at a set time and date, Boostlingo will be ready to take the county volume as directed.

Boostlingo's support does not stop there, we understand there will be new county employees and departments that will need to onboard during the duration of the contract. We believe that establishing a strong partnership between our two organizations is essential for the success of the program. We will offer support and training options for Chesterfield County both in person and virtually, for the duration of the partnership. We can build this program based on individual user's needs and in tandem with Chesterfield County to ensure compliance.



This includes, but is not limited to the following:

- Onsite meetings with departments, groups meetings, individual department heads, etc.
- Open onsite office hours, at a facility of the City's choice, for users to drop by and ask questions, see demos, and meet the dedicated Account Management Team
- Virtual training
- Welcome packets covering how to use the service, submit feedback, best practices when working with interpreters, language lists, etc.
- Quarterly Business Reviews
- Year End Reviews
- Ongoing training on platform updates and for new users, departments, etc.

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.

- Boostlingo will own and deliver to this master agreement, but as discussed with our unique business model we will tap into a variety of resources through our partner network to service agencies. Much like the industry standard for staffing, Boostlingo aligns and leverages industry standard utilization of subcontractors for interpreting, translation, and other technical tasks. As we reimagine how language services are delivered, our use of service contracts allows us to offer our clients the best in class and most qualified professional linguists, interpreters and translators in the industry. This model allows to scale up seamlessly to meet any client needs or requirements. Our Language Access Department (LAD) works closely with multiple internal departments, including Sales, to ensure we have the right amount of qualified resources in place to deliver to each and every client. Our network of over 25,000 linguistic resources and 400 language partners allows us to deliver to our client's needs today as well as their future needs.

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- All aspects of the delivery of the Master Agreement will be run through the dedicated Program Management Team for GovMvmt and all participating Agencies. Our team will be happy to share and review the required details of the Master Agreement with agencies upon request and working in tandem with the appropriate contacts from GovMvmt incase additional verification is needed.
- Boostlingo has two physical locations within the US, these locations are the global HQ in Austin Texas, and a secondary office based in San Fransico. We do have locations based outside the US and the rest of our employee base is remote. As noted in Exhibit B Section 2, we have a diverse Sales Team spread coast to coast, that can support local initiatives. Our employee base mainly works remote, which allows us to support more clients on a local level across the nation.



10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

- Via the Boostlingo IMS the County of Chesterfield will have access to real-time reporting and full transparency into the usage of the platform (language, minutes, appts booked, connection times, users, custom date ranges, cost, etc.) We also have the ability to create custom reports based on unique client requests and performance/SLA metrics. All of this data and reporting is available via the Boostlingo IMS that the county admins will have access to. This information can be exported from the reporting tool so the county can use as they see fit and this same data would be used for Quarterly/Yearly business reviews as well.

Reporting is available in real time and available 24/7 via the county's administrative portal within the Boostlingo IMS. Boostlingo is responsible for the data collection that goes into the reporting and will maintain this on the county's behalf. Custom reports can be requested at any time via the county's dedicated Account Manager. All data is collected automatically via the portal and logged in real-time to ensure accuracy, as well as a full audit trail.

11. Describe your company's ecommerce capabilities:

a. Include details about your company's ability to create punch out sites and accept orders electronically.

b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

- These are not applicable to Boostlingo's offering

D. Sales and Marketing

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:

a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.

b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMt team within the first 90 days.

- See response below



2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications.
- b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.

First 30 days:

Advise the Marketing department of the new contract, provide relevant details, an overview of the new relationship and contractual obligations

Marketing will connect with GovMvmt to understand the best approach for developing materials and a strategy to enhance awareness of the contract, lead agency and GovMvmt.

Marketing will develop materials for direct mail campaigns, e-mail campaigns, social media awareness, and a dedicated landing page for interested members to learn more.

All Sales Executives will be alerted and trained on the new contract, advised of the new strategy for marketing and gaining awareness. They will be responsible for identifying key individuals for initial communication within their sub-regions.

31 days - 60 days:

Onboarding of initial regions will be tracked and monitored by key internal individuals, including representation from Marketing, Sales Support, Sales, and key Executives.

Results and information will be provided directly to all members of our sales and marketing teams.

Begin marketing campaigns as mutually determined by Boostlingo Marketing/Sales Team and GovMvmt Team

61 days - 90 days:

Results from marketing campaigns will be compiled and provided to the necessary individuals for follow-up and continued communication

All sales and marketing representatives will join for a round table and open discussion to share results from GovMvmt, as well as results from initial reach out.

Based on these results, marketing will adjust messaging and develop new tactics to support the growth of the program at the national level.



c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

- Boostlingo is committed to supporting GovMvmt and attending events such as the ones noted above. The decision to attend events would be based on budgets, timing, relevancy and overall ask of Boostlingo. These would need to be assessed in real-time as event details are released and scheduled. As an organization we have attended and presented in over 12 conferences in 2023 and only plan for that number to grow in the future, which of course would include GovMvmt related events.

d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.

-Boostlingo would need to better understand the details of the ask to attend such an event, dates and cost to attend before being willing to commit to attending. As noted above we are excited about partnering with GovMvmt to expand contract uptake and to evangelize the message of how Boostlingo and GovMvmt together can add value to public agencies.

e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

- Boostlingo is willing to help participate in this initiative, but we would need to better understand the exact asks before committing to such a request that would require the investment of time and resources. We do understand that this type of ask is essential to the success of the Master Agreement and the Boostlingo/GovMvmt partnership.

f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- Boostlingo will support ongoing marketing activities to drive awareness of the contract and uptake. Specifics would be scoped between Boostlingo and GovMvmt

g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:

- GovMVMT Partners standard logo;
- Copy of original Request for Proposal, including all addenda;
- Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
- Marketing Materials;
- Electronic link to GovMVMT website including the online registration page;
- A dedicated toll-free number and email address for GovMVMT.



- Boostlingo would be willing to create a dedicated webpage on our site that would include highlights of the relationship, links back to the GovMvt site and benefits of the contract. This would also include the dedicated Boostlingo resource to the contract, our general phone number and a GovMvmt specific email as communication methods. In our experience this type of request is also hosted on the GPO's website or a microsite, we would hope GovMvmt would provide this additional exposure via their website and online channels.

3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- Boostlingo is open to discussing the GovMvmt contract with current public agencies, but ultimately the decision to adopt the contract will lay with the agencies.

4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well.

- Boostlingo is willing to do this, as long as both parties agree that both logos will be used. All content will need to be approved by Boostlingo before public publication.

5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:

- a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
- b. Pricing Equal to or better than Supplier's Best available government pricing
- c. No cost to participate
- d. Non-exclusive

- Boostlingo confirms it can adhere to the above.

6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- a. Key features of Master Agreement
- b. Working knowledge of the solicitation process
- c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMT
- d. Knowledge of benefits of the use of cooperative contracts

- Boostlingo can adhere to the above



7. Provide the name, title, email and phone number for the person(s) who will be responsible for:

- a. Executive Support – Kristy Seiber
- b. Sales- Bob Arnold
- c. Sales Support- Patrizia Barraza
- d. Marketing – Morgan Teller
- e. Financial Reporting – Monika Rexford
- f. Accounts Payable – Robert Pyron
- g. Contracts – Noelle Lattimore

- Boostlingo confirms as part of the Boostlingo GovMvmt team that individual points of contact will be assigned per the above. Contact information will be provided at the time of contracting

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.

- Boostlingo sales team is a team of seasoned individuals that have a variety of roles from client-facing to support roles. The team works mainly remotely and has resources in every time zone across the continental United States. Overall the team's goal is to provide the support, attention, and focus required to continue to expand this contract at a national level.

Kristy Seiber, VP of Sales, will be the executive sponsor for the RFP and head the GovMvmt Sales Team as a whole. Contact information will be provided at the time of contracting.

9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.

- The Boostlingo Sales Team, under the direction of the Executive Sponsor, will be tasked with developing a Sales plan, that will be delivered in tandem with the marketing and implementation plan for the first 90 days. Together with the GovMvmt team, that Sales plan will begin to be executed. Processes will be documented and shared with the Sales team, and a strategy for deploying the program at the National level will be formalized. Through our Marketing department and Sales Support, various activities and outreach campaigns will be built out to build visibility of the GovMvmt contract to potential participating agencies. These activities include, but are not limited, building of microsites, creating co-branding collateral, interaction in various social channels, events, QBR's and annual reviews.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- The Boostlingo Sales Team, supported by the Head of Sales, Revenue Ops and the Executive Sponsor, will receive a full training on the program from the GovMvmt Team Lead. The GovMvmt



Team Lead will be responsible for developing a sales plan based around its own timeline coupled with the marketing plans presented above. Together with the GovMvmt team, that sales plan will be executed. Results, findings, and learnings will be documented and shared with the sales team, and a strategy for deploying the program at the national level will be formalized.

Through our Marketing department and Sales Support, and under the guidance of the GovMvmt team, outreach campaigns will be organized to bring visibility of the program to participating agencies. As previously discussed, we will be responsible for creating and distributing marketing content.

11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - Boostlingo understand all points in section 11

12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

- \$500,000.00 in year one
- \$1,000,000.00 in year two
- \$1,500,000.00 in year three



E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

Boostlingo is uniquely positioned as the only provider that supports all aspects of language access. We unite all interpretation technology and workflow components necessary to support the management and coordination of language services including: on-site interpreter appointment scheduling, on-demand and prescheduled over-the-phone (OPI) and video remote interpreting (VRI) sessions, written translation requests, robust data reporting and analytics, and the ability to leverage our open API for additional custom integration requirements. Boostlingo's Professional Interpreter Network (Boostlingo Professional Interpreter Network) of 17K+ trained and experienced interpreters support over 300 languages and ASL. This robust network provides an average response time of less than 30 seconds across all languages and ASL.



Exhibit D:

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") who register to participate in the GovMVMt Purchasing Cooperative on the GovMVMt website (<https://www.govmvm.org/>).

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMt Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party's procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.



Exhibit E:

LEAD PUBLIC AGENCY CERTIFICATE

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, _____ has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

(Printed Name)

(Title)

(Date)



Exhibit F:

FEDERAL FUNDS CONTRACT PROVISIONS

EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

DEFINITIONS

Contract: A legal instrument by which a Federal funding award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term “Contract” is interchangeable with the term “Master Agreement.”

Contractor: Contractor means an entity that receives a contract. The term “Contractor” is interchangeable with the term “Supplier.”

Cooperative agreement: A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.

Federal awarding agency: The federal agency that provides a federal award directly to a non-Federal entity (NFE).

Federal award: The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with “Federal awarding agency”, “grant”, and “financial assistance.”

Non-Federal Entity (NFE): A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

Recipient: An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

Pass-through entity: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the Federal funding award agreement.

Simplified Acquisition Threshold (SAT): Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out a part of federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.

Subrecipient: An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

Uniform Guidance: The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

APPENDIX II TO 2 CFR 200

1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity ("NFE") may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

N L agrees
(Initial of Supplier's Authorized Representative)

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.

N L agrees
(Initial of Supplier's Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

N L agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

N L agrees
(Initial of Supplier's Authorized Representative)

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act the Federal awarding agency. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agreement instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

N L agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

N L agrees
(Initial of Supplier's Authorized Representative)

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the Federal award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the Federal awarding agency. The regulation at 37 CFR § 401.2(a) defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

N L agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal awarding agency. Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.

NL agrees
(Initial of Supplier's Authorized Representative)

9. **Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.

NL agrees
(Initial of Supplier's Authorized Representative)

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

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.

N L agrees
(Initial of Supplier's Authorized Representative)

- 11. Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material 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. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.

N L agrees
(Initial of Supplier's Authorized Representative)

EXHIBIT F
FEDERAL FUNDS CONTRACT PROVISIONS

- 12. Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Domestic Preference for Procurements.

NL agrees
(Initial of Supplier's Authorized Representative)

Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: Boostlingo LLC

Address, City, State, Zip Code: _____

98 San Jacinto Blvd, Suite 400 Austin TX 78701

Phone: 512 593 5215

Fax: n/a

Printed Name of Authorized Signer: Noelle Lattimore

Email address of Authorized lattimoren@boostlingo.com

Signer: Signature of Authorized Noelle Lattimore

Signer: Date: 10/13/2023



Exhibit G:

**FEMA (FEDERAL EMERGENCY
MANAGEMENT AGENCY)**

**RECOMMENDED CONTRACT
PROVISIONS**

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Supplier agrees to execute work in compliance with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above.

Definitions

Federal Emergency Management Agency (FEMA): FEMA’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation’s preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor or for convenience.

~~The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to the Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.~~

3. Equal Employment Opportunity

Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color religion, sex,

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practice when it participates in federal assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

EXHIBIT G
FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)
RECOMMENDED CONTRACT PROVISIONS

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

Applicability: For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland "Anti-Kickback" Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

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Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

Applicability: This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted

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Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).

- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

This clause is not required for procurements under FEMA's Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs. The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

Funding Agreements: The regulation at 37 CFR § 401.2 defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This

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term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), 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.

“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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Participating Public Agency, Federal Emergency Management Association (FEMA), 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. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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This certification is a material representation of fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating

Public Agency, 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 CFR Part 180, subpart C and 2 CFR Part 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 compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;

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- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

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component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification:
The Contract number, the order number(s), if applicable; supplier name,

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supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered
- (iii) telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. Domestic Preferences for Procurements

Applicability: Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records

The Contractor agrees to provide Participating Public Agency, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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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.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency 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.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. 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 pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

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

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RECOMMENDED CONTRACT PROVISIONS

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.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The necessary steps are as follows:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works,

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RECOMMENDED CONTRACT PROVISIONS

sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Company Name: Boostlingo LLC

Address, City, State, Zip Code: _____
98 San Jacinto Blvd, Suite 400 Austin TX 78701

Phone: 512 593 5215

Fax: n/a

Printed Name of Authorized Signer: Noelle Lattimore

Email address of Authorized Signer: lattimoren@boostlingo.com

Signature of Authorized Signer: Noelle Lattimore

Date: 10/13/2023



Exhibit H:

**NEW JERSEY
BUSINESS COMPLIANCE**

EXHIBIT H NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT H
ATTACHMENT 1**

**OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Boostlingo LLC

Address: 98 San Jacinto Blvd Suite 400 Austin TX 78701

- | | | |
|---|-------------------------------------|--------------------------|
| | Yes | No |
| 1. The Company is a Sole Proprietor ; and therefore, no disclosure is necessary.
<small>A sole proprietor is a person who owns an unincorporated business by him/herself.
 A limited liability company with a single member is not a Sole Proprietor.</small> | ☐ | ☐ |
| 2. The Company is a Corporation, Partnership, or Limited Liability Company . | ☒ | ☐ |

If you answered **YES** to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest
Boostlingo Holdings LLC	500 West 5th Street, Suite 1100, Austin, TX 78701	100%

- | | | |
|--|--------------------------|--------------------------|
| | Yes | No |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | ☐ | ☐ |

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

**EXHIBIT H
ATTACHMENT 1**

Name	Address	Interest

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

EXHIBIT H
ATTACHMENT 2

NON-COLLUSION AFFIDAVIT
N.J.S.A. 52:34-15

State of New Jersey

County of _____

SS:

I, _____, residing _____ in _____
(name of municipality) (name of affiant)
 in the County of _____ and State of _____
 _____ of full age, being duly sworn according to law on my oath depose
 and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements

contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of firm)

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**EXHIBIT H
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT
P.L. 1975, c.127**

Company Name: Boostlingo LLC

Address: 98 San Jacinto Blvd Suite 400 Austin TX 78701

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

Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, ONE of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

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

Noelle Lattimore
Authorized Signature

Noelle Lattimore
Printed Name

VP of Legal and Compliance
Title

10/12/2023
Date

**EXHIBIT H
ATTACHMENT 3**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate

EXHIBIT H
ATTACHMENT 3

recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Signature of Procurement Agent

**EXHIBIT H
ATTACHMENT 4**

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

EXHIBIT H
ATTACHMENT 4

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

EXHIBIT H
ATTACHMENT 4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

EXHIBIT H
ATTACHMENT 4

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

**EXHIBIT H
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26**

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

Part I – Vendor Information

Vendor Name:	Boostlingo LLC		
Address:	98 San Jacinto Blvd Suite 400		
City:	Austin	State:	TX Zip: 78701

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

Noelle Lattimore Noelle Lattimore VP of Legal and Compliance

Signature	Printed Name	Title
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Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**EXHIBIT H
ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political
Contribution Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM the Pay to Play section OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

**EXHIBIT H
ATTACHMENT 5**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Boostlingo LLC

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership
Proprietorship

☐ Corporation

☐ Sole

☐ Limited Partnership

Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

☒ Limited Liability Company

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

EXHIBIT H
ATTACHMENT 5

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

EXHIBIT H
ATTACHMENT 6

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

**EXHIBIT H
ATTACHMENT 7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

EXHIBIT I
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMt and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <http://www.usa.gov/state-tribal-governments>.

Certain Public Agencies and Political Subdivisions:



Exhibit I:

STATE NOTICE ADDENDUM

EXHIBIT I
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMt and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions, local governments and tribal governments in the above referenced states/district may be found at <http://www.usa.gov/state-tribal-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND
BOROUGHES INCLUDING BUT NOT
LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY
OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA CITY
OF MILL CITY, OR CITY OF
MILWAUKIE, OR CITY OF
MONROE, LA
CITY OF MOSIER, OR

CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR CITY
OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR CITY
OF SULPHUR, LA CITY OF
TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR CITY
OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT

BIG WATER, UT
 BLANDING, UT
 BLUFFDALE, UT
 BOULDER, UT
 CITY OF BOUNTIFUL, UT
 BRIAN HEAD, UT
 BRIGHAM CITY CORPORATION, UT
 BRYCE CANYON CITY, UT
 CANNONVILLE, UT
 CASTLE DALE, UT
 CASTLE VALLEY, UT
 CITY OF CEDAR CITY, UT
 CEDAR FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT

FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT
 HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT
 HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT

KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION, UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT

OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT PRICE,
 UT PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOEE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING
BUT NOT LIMITED TO:**

ASCENSION PARISH, LA
 ASCENSION PARISH, LA
 CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH
 SHERIFF'S

OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF
 TRANSPORTATION, OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY
 DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT,
 OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE,
 OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT,
 OR
 LAFAYETTE CONSOLIDATED
 GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION &
 VISITORS COMMISSION LAFORCHE
 PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS
OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK
COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC
SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S
OFFICE, OR
TILLAMOOK COUNTY GENERAL
HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF
SAN JUAN, UT
COUNTY OF
GARFIELD, UT
COUNTY OF
KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING
ASSOCIATIONS. BOARDS. DISTRICTS.
COMMISSIONS. COUNCILS. PUBLIC
CORPORATIONS. PUBLIC
DEVELOPMENT AUTHORITIES.
RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT
DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE
EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER
DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER
IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD
DISTRICT, OR
APPLE ROGUE DISTRICT
IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER
SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL
DISTRICT, OR
ATHENA CEMETERY MAINTENANCE
DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT,
 OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT,
 OR
 BAKER VALLEY S.W.C.D., OR BAKER
 VALLEY VECTOR CONTROL
 DISTRICT, OR
 BANDON CRANBERRY WATER
 CONTROL DISTRICT, OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT
 DISTRICT, OR
 BASIN AMBULANCE SERVICE
 DISTRICT, OR
 BASIN TRANSIT SERVICE
 TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY BAY
 AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT,
 OR
 BEAR VALLEY SPECIAL ROAD
 DISTRICT, OR
 BEAVER CREEK WATER CONTROL
 DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT
 COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE
 DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL
 ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION
 DISTRICT
 BENTON S.W.C.D., OR BERNDT
 SUBDIVISION WATER
 IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT,
 OR
 BIENVILLE PARISH FIRE PROTECTION

DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR BLACK
 BUTTE RANCH DEPARTMENT OF
 POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT,
 OR
 BLODGETT-SUMMIT R.F.P.D., OR BLUE
 MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR
 DISTRICT, OR
 BLUE RIVER PARK & RECREATION
 DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT,
 OR
 BOARDMAN CEMETERY
 MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION
 DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK &
 RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK
 CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR
 CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL
 ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE
 DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT,
 OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT,
 OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR

CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT,
 OR
 CAMMANN ROAD DISTRICT, OR CAMP
 SHERMAN ROAD DISTRICT, OR CANBY
 AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE
 DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR CAPE
 FOULWEATHER SANITARY
 DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD
 DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT,
 OR
 CEDAR TRAILS SPECIAL ROAD
 DISTRICT, OR
 CEDAR VALLEY - NORTH BANK
 R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS,
 OR
 CENTRAL CITY ECONOMIC
 OPPORTUNITY CORP, LA CENTRAL
 LINCOLN P.U.D., OR CENTRAL
 OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON
 INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION
 DISTRICT, OR
 CHAPARRAL WATER CONTROL
 DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT,
 OR
 CHARLOTTE ANN WATER DISTRICT,
 OR
 CHEHALEM PARK & RECREATION
 DISTRICT, OR
 CHEHALEM PARK AND RECREATION
 DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC
 LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL
 DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D.,
 OR
 CHINOOK DRIVE SPECIAL ROAD
 DISTRICT, OR
 CHR DISTRICT IMPROVEMENT
 COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC
 WATER DISTRICT, OR CHRISTMAS
 VALLEY PARK & RECREATION
 DISTRICT, OR CHRISTMAS
 VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD,
 LA
 CLACKAMAS COUNTY FIRE DISTRICT
 #1, OR
 CLACKAMAS COUNTY SERVICE
 DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR
 CONTROL DISTRICT, OR CLACKAMAS
 RIVER WATER CLACKAMAS RIVER
 WATER, OR CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE
 IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR CLATSKANIE
 PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY
 DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH
 DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT
 COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR

COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS
 DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION
 SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR
 CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT,
 OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE
 UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT,
 OR
 COOS COUNTY AIRPORT DISTRICT,
 OR
 COOS COUNTY AREA TRANSIT
 SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT
 SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE
 ASSOCIATION
 COOS S.W.C.D., OR COQUILLE
 R.F.P.D., OR COQUILLE
 VALLEY HOSPITAL DISTRICT,
 OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER
 IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL
 WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT,
 OR
 COVE CEMETERY MAINTENANCE
 DISTRICT, OR
 COVE ORCHARD SEWER SERVICE
 DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR

CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND
 IMPROVEMENT DISTRICT, OR CROOK
 COUNTY AGRICULTURE EXTENSION
 SERVICE DISTRICT, OR CROOK
 COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE,
 OR
 CROOK COUNTY PARKS &
 RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL
 DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL
 ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT,
 OR
 CURRY COUNTY 4-H & EXTENSION
 SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT
 SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD
 DISTRICT, OR
 DAVID CROCKETT STEAM FIRE
 COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR DEER
 ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 DELL BROGAN CEMETERY
 MAINTENANCE DISTRICT, OR DEPOE
 BAY R.F.P.D., OR DESCHUTES
 COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY
 DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER
 DISTRICT, OR

DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR EUGENE WATER AND ELECTRIC

BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR

GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT,
 OR
 GOVERNMENT CAMP SANITARY
 DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL
 DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT,
 OR
 GRANT COUNTY TRANSPORTATION
 DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT,
 OR
 GREATER BOWEN VALLEY R.F.P.D.,
 OR
 GREATER ST. HELENS PARK &
 RECREATION DISTRICT, OR
 GREATER TOLEDO POOL
 RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD
 DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT,
 OR
 GREENSPRINGS RURAL FIRE
 DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE
 DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT,
 OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT,
 OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION
 DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY

AUTHORITY, OR
 HECETA WATER P.U.D., OR HELIX
 CEMETERY MAINTENANCE
 DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT,
 OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE
 DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL
 DISTRICT, OR
 HEREFORD COMMUNITY HALL
 RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES
 IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION
 DISTRICT, OR
 HIGHLAND SUBDIVISION WATER
 DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY
 DISTRICT, OR
 HOOD RIVER COUNTY
 TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS &
 RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT
 IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT
 IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD
 DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE
 PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR

ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR IONE
 R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE
 DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5,
 OR
 IRRIGON PARK & RECREATION
 DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION
 DISTRICT, OR
 ISLAND CITY CEMETERY
 MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD
 DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3,
 OR
 JACKSON COUNTY FIRE DISTRICT #4,
 OR
 JACKSON COUNTY FIRE DISTRICT #5,
 OR
 JACKSON COUNTY LIBRARY DISTRICT,
 OR
 JACKSON COUNTY VECTOR CONTROL
 DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY
 MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1,
 OR
 JEFFERSON COUNTY LIBRARY
 DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION
 DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS &
 RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108,
 OR
 JORDAN VALLEY CEMETERY
 DISTRICT, OR

JORDAN VALLEY IRRIGATION
 DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY
 DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION
 SERVICE DISTRICT, OR JOSEPHINE
 COUNTY 911 AGENCY, OR JUNCTION
 CITY R.F.P.D., OR JUNCTION CITY
 WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL
 DISTRICT, OR
 JUNIPER FLAT DISTRICT
 IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER
 IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR KEATING
 S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS
 DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT
 DISTRICT, OR
 KLAMATH COUNTY DRAINAGE
 SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION
 SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1,
 OR
 KLAMATH COUNTY FIRE DISTRICT #3,
 OR
 KLAMATH COUNTY FIRE DISTRICT #4,
 OR
 KLAMATH COUNTY FIRE DISTRICT #5,
 OR
 KLAMATH COUNTY LIBRARY SERVICE
 DISTRICT, OR
 KLAMATH COUNTY PREDATORY

ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES
 SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO
 GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL
 ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL
 DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE
 R.F.P.D., OR
 LA GRANDE CEMETERY
 MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION
 DISTRICT, OR
 LA PINE R.F.P.D., OR LABISH
 VILLAGE SEWAGE &
 DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION,
 LA
 LAFOURCHE PARISH HEALTH UNIT –
 DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION
 SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY,
 OR
 LAKE DISTRICT HOSPITAL, OR LAKE
 GROVE R.F.P.D. NO. 57, OR LAKE
 GROVE WATER DISTRICT, OR LAKE
 LABISH WATER CONTROL DISTRICT,
 OR
 LAKE POINT SPECIAL ROAD DISTRICT,
 OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT,
 OR

LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY
 IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR LANGLOIS
 WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT,
 OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT,
 OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY
 TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER
 CONTROL, OR
 LITTLE NESTUCCA DRAINAGE
 DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD
 DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER
 CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE
 DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH
 IMPROVEMENT DISTRICT, OR LOST
 CREEK PARK SPECIAL ROAD
 DISTRICT, OR
 LOUISIANA PUBLIC SERVICE
 COMMISSION, LA LOUISIANA
 WATER WORKS LOWELL
 R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER
 CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION
 DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT,
 OR

LOWER UMPQUA PARK &
 RECREATION DISTRICT, OR
 LOWER VALLEY WATER
 IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT
 IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT,
 OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL
 DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT
 COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH
 DISTRICT, OR
 MALIN COMMUNITY CEMETERY
 MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK &
 RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H
 SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1,
 OR
 MARION JACK IMPROVEMENT
 DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD
 DISTRICT, OR
 MCDONALD FOREST ESTATES
 SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT
 DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER
 SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT,
 OR
 MERRILL CEMETERY MAINTENANCE
 DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION
 RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT
 (METRO)
 MID COUNTY CEMETERY
 MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT,
 OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT
 DISTRICT, OR
 MILES CROSSING SANITARY SEWER
 DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK &
 RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT,
 OR
 MILTON-FREEWATER AMBULANCE
 SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER
 CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR MODOC
 POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT,
 OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR MONROE
 R.F.P.D., OR MONUMENT
 CEMETERY MAINTENANCE
 DISTRICT, OR MONUMENT
 S.W.C.D., OR MOOREA DRIVE
 SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT,
 OR
 MORROW COUNTY UNIFIED
 RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD
 DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE
 DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10,
 OR
 MULTNOMAH COUNTY R.F.P.D. #14,
 OR
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER
 AGENCY, OR
 NESIKA BEACH-OPHIR WATER
 DISTRICT, OR
 NESKOWIN REGIONAL SANITARY
 AUTHORITY, OR
 NESKOWIN REGIONAL WATER
 DISTRICT, OR
 NESTUCCA R.F.P.D., OR NETARTS
 WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY
 DISTRICT, OR
 NEW BRIDGE WATER SUPPLY

DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT
 AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT
 IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS &
 RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION
 DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE &
 EMS, OR
 NORTH DOUGLAS PARK &
 RECREATION DISTRICT, OR NORTH
 GILLIAM COUNTY HEALTH
 DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL
 DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE
 DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT,
 OR
 NORTH MORROW VECTOR CONTROL
 DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D.,
 OR
 NORTH UNIT IRRIGATION DISTRICT,
 OR
 NORTHEAST OREGON HOUSING
 AUTHORITY, OR
 NORTHEAST WHEELER COUNTY
 HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D.,
 OR
 NORTHERN WASCO COUNTY PARK &
 RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT
 IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT

#2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT,
 OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND
 SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR OLD
 OWYHEE DITCH IMPROVEMENT
 DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE
 DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY
 SERVICES
 OREGON INTERNATIONAL PORT OF
 COOS BAY, OR
 OREGON LEGISLATIVE
 ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT,
 OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE
 DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH
 DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD
 DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT
 IMPROVEMENT COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD
 DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT,

OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1,
 OR
 PENINSULA DRAINAGE DISTRICT #2,
 OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY
 MAINTENANCE DISTRICT #5, OR
 PILOT ROCK PARK & RECREATION
 DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT
 COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT,
 OR
 PINE GROVE WATER DISTRICT-
 KLAMATH FALLS, OR
 PINE GROVE WATER DISTRICT-
 MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT,
 OR
 PINE VALLEY R.F.P.D., OR
 PINEWOOD COUNTRY ESTATES
 SPECIAL ROAD DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT
 COMPANY, OR
 PISTOL RIVER CEMETERY
 MAINTENANCE DISTRICT, OR PISTOL
 RIVER FIRE DISTRICT, OR PLEASANT
 HILL R.F.P.D., OR PLEASANT HOME
 WATER DISTRICT, OR
 POCAHONTAS MINING AND
 IRRIGATION DISTRICT, OR
 POE VALLEY IMPROVEMENT
 DISTRICT, OR
 POE VALLEY PARK & RECREATION
 DISTRICT, OR
 POE VALLEY VECTOR CONTROL
 DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT
 DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL

ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER, OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR

RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES,

OR
 ROGUE VALLEY SEWER, OR ROGUE
 VALLEY TRANSPORTATION
 DISTRICT, OR
 ROSEBURG URBAN SANITARY
 AUTHORITY, OR
 ROSEWOOD ESTATES ROAD
 DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT,
 OR
 RURAL ROAD ASSESSMENT DISTRICT
 #3, OR
 RURAL ROAD ASSESSMENT DISTRICT
 #4, OR
 SAINT LANDRY PARISH TOURIST
 COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT
 DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD
 DISTRICT, OR
 SALMON RIVER PARK WATER
 IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL
 INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD
 DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT
 COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT,
 OR
 SAUVIE ISLAND DRAINAGE
 IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE
 DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE
 IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY
 DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR

SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF
 NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT,
 OR
 SHELLEY ROAD CREST ACRES WATER
 DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT,
 OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT,
 OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD
 DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION
 DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT,
 OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE,
 OR
 SIXES R.F.P.D., OR SKIPANON
 WATER CONTROL DISTRICT,
 OR
 SKYLINE VIEW DISTRICT
 IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT,
 OR
 SMITH DITCH DISTRICT
 IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS
 TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT,
 OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY

DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH
 DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-
 301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT,
 LA
 SOUTH LANE COUNTY FIRE &
 RESCUE, OR
 SOUTH SANTIAM RIVER WATER
 CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY
 DISTRICT, OR
 SOUTH WASCO PARK & RECREATION
 DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT,
 OR
 SOUTHERN CURRY CEMETERY
 MAINTENANCE DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT,
 OR
 SOUTHWEST LINCOLN COUNTY
 WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY
 R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT,
 OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD
 DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6,
 OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER
 DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT
 IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT,
 OR

SUMMERVILLE CEMETERY
 MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD
 DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD
 DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION
 DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION
 DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION
 DISTRICT, OR
 SUTHERLIN WATER CONTROL
 DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY
 MAINTENANCE DISTRICT, OR SWEET
 HOME FIRE & AMBULANCE DISTRICT,
 OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT
 COMPANY, OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER
 DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT,
 OR
 THOMAS CREEK-WESTSIDE R.F.P.D.,
 OR
 THREE RIVERS RANCH ROAD
 DISTRICT, OR
 THREE SISTERS IRRIGATION
 DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT,
 OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD
 IMPROVEMENT DISTRICT, OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR

TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY
 TRANSPORTATION DISTRICT, OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY
 AUTHORITY, OR
 TRI-COUNTY METROPOLITAN
 TRANSPORTATION DISTRICT OF
 OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION
 DISTRICT
 TUALATIN HILLS PARK & RECREATION
 DISTRICT, OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION
 DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT,
 OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD
 DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD
 DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1,
 OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY
 DISTRICT, OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR

UMATILLA-MORROW RADIO AND DATA
 DISTRICT, OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE
 DISTRICT, OR
 UNION COUNTY SOLID WASTE
 DISPOSAL DISTRICT, OR
 UNION COUNTY VECTOR CONTROL
 DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR UNION
 R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK &
 RECREATION DISTRICT, OR UPPER
 CLEVELAND RAPIDS ROAD
 DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR UPPER
 WILLAMETTE S.W.C.D., OR VALE
 OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION
 DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD
 DISTRICT, OR
 VALLEY VIEW CEMETERY
 MAINTENANCE DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD
 DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK &
 RECREATION DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD
 DISTRICT, OR
 WALLA WALLA RIVER
 IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE
 DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE
 DISTRICT, OR
 WALLOWA LAKE
 IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR WALLOWA
 VALLEY IMPROVEMENT DISTRICT
 #1, OR

WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY
 AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT,
 OR
 WASCO COUNTY S.W.C.D., OR WATER
 ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT
 DISTRICT, OR
 WATERBURY & ALLEN DITCH
 IMPROVEMENT DISTRICT, OR
 WATSECO-BARVIEW WATER
 DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT,
 OR
 WEST EAGLE VALLEY WATER
 CONTROL DISTRICT, OR
 WEST EXTENSION IRRIGATION
 DISTRICT, OR
 WEST LABISH DRAINAGE & WATER
 CONTROL IMPROVEMENT DISTRICT,
 OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL
 DISTRICT, OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD
 DISTRICT, OR
 WESTERN LANE AMBULANCE
 DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL
 PARK & RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY
 CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT,
 OR
 WESTWOOD VILLAGE ROAD DISTRICT,
 OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR

WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION
 DISTRICT, OR
 WILLAMALANE PARK AND
 RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER
 COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY
 DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT,
 OR
 WOLF CREEK R.F.P.D., OR WOOD
 RIVER DISTRICT
 IMPROVEMENT COMPANY, OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD
 DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER
 IMPROVEMENT DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT,
 OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION
 DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK
 WATER DISTRICT, OR ZUMWALT
 R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
 ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL
 DISTRICT

CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL
 DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL
 OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT
 NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL
 DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8 DE
 LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL
 DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT
 SERVICE
 DUFUR SCHOOL DISTRICT NO.29 EAST
 BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL GLADSTONE
 SCHOOL DISTRICT GRANTS PASS
 SCHOOL DISTRICT 7 GREATER ALBANY
 PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL
 DISTRICT
 HEAD START OF LANE COUNTY HIGH
 DESERT EDUCATION SERVICE
 DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL
 DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL
 DISTRICT 509-J
 JEFFERSON PARISH SCHOOL

DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL
 DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT
 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT
 NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL MONROE
 SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS NESTUCCA
 VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL
 DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL
 DISTRICT 21
 NORTHWEST REGIONAL EDUCATION
 SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT
 NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT
 NOA

PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT
 1J SAINT TAMMANY PARISH SCHOOL BOARD,
 LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION
 SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT
 NO.55
 TERREBONNE PARISH SCHOOL
 DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL
 DISTRICT
 WILLAMETTE EDUCATION SERVICE
 DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES), UT
 ALIANZA ACADEMY,
 UT ALPINE DISTRICT,
 UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY,
 UT
 BAER CANYON HIGH SCHOOL FOR
 SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY
 ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT

CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY,
 UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT
 DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL,
 UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY,
 UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL,
 UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY
 ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT

MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT

SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
 ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA

BIRTHINGWAY COLLEGE OF
 MIDWIFERY
 BLUE MOUNTAIN COMMUNITY
 COLLEGE
 BRIGHAM YOUNG UNIVERSITY -
 HAWAII
 CENTRAL OREGON COMMUNITY
 COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY
 COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE
 DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY
 HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL
 MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE
 UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY OREGON
 UNIVERSITY SYSTEM PACIFIC
 UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA
 UNIVERSITY
 SOUTHERN OREGON UNIVERSITY

(OREGON UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON
 COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY
 COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF
 REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE
 SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC
 COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER
 EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED
 TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD
 OF MEDICAL EXAMINERS HAWAII
 CHILD SUPPORT ENFORCEMENT
 AGENCY
 HAWAII DEPARTMENT OF
 TRANSPORTATION
 HAWAII HEALTH SYSTEMS
 CORPORATION
 OFFICE OF MEDICAL ASSISTANCE
 PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT

COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON
DEPT. OF EDUCATION OREGON LOTTERY
OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE
DEPT OF CORRECTIONS
OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL
INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION

Redlines to Chesterfield



**CHESTERFIELD COUNTY
PROCUREMENT DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: ADMN24000076

Title:..... Translation Services, Interpretation Management Systems and Related Products and Solutions

Issue Date: September 15, 2023

Proposals Due No Later Than: October 19, 2023, **4:00 P.M.**

Location for Receipt of Proposals: Chesterfield County, Lane B. Ramsey Building
c/o Procurement Department
9901 Lori Road
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Vin Kamatchi, Procurement Manager, at (804)748-1702, or by email to procurement@chesterfield.gov. **Inquiries must be received no later than October 9, 2023 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
- the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
- that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

Complete Legal Name of Firm: Boostlingo LLC

Address: 98 San Jacinto Blvd, Suite 400 Austin, TX 78701

Remit To Address: Same as above.

Signature: Noelle Lattimore **Email:** legal@boostlingo.com

Name (type/print): Noelle Lattimore **Title:** VP of Legal and Compliance

Fed ID No.: 81-1382739 **Phone:** (512) 593-5215 **Fax:** ()

Proposal Dated: October 21, 2023

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business:	☐ Yes ☒ No	Chesterfield Business:	☐ Yes ☒ No
Women-Owned Business:	☐ Yes ☒ No	Small Business	☐ Yes ☒ No
Service Disabled Veteran-Owned Business	☐ Yes ☒ No		

email address.

- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- g. Cost of each good/service listed in the Pricing Schedule.
- h. Completed GovMVM T Exhibits (included as Attachment D, Exhibits a – I).

V. TERMS AND CONDITIONS

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Procurement Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in Code of Virginia Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Procurement Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

NOTE: Certain terms and conditions may not be applicable based on the method of procurement and the good/service being procured.

A. GENERAL TERMS AND CONDITIONS

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: www.chesterfield.gov/ping. Each bidder/offeror is responsible for obtaining all addenda posted at the Procurement Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the

solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid/proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.

2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor; **provided the County will be obligated to pay for any services rendered prior to the effective date of termination.**

3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors, and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this
5. paragraph.

6. **Change Orders:** Change orders must be approved by the County prior to work being performed.

Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing, progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement

and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Procurement Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

b. Definitions:

- i. Chesterfield Business (CB) – any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
- ii. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (Code of Virginia Section 2.2-4310, as amended)
- iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (Code of Virginia Section 2.2-4310, as amended)
- iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (Code of Virginia Section 2.2-4310, as amended)
- v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women

who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. (Code of Virginia Section 2.2-4310, as amended)

7. **Contract Execution:** Though the term “County” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
8. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
9. **Contractor’s Authorization to Transact Business:** In accordance with Code of Virginia Section 2.2-4311.2, as amended, any bidder/offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any bidder/offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required law, shall include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. This information shall be provided in the attachment included in the solicitation titled “Virginia State Corporation Commission (SCC) Registration Information”. Failure to provide the required information may result in the rejection of the bid/proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of any contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.
10. **Copyrights or Patent Rights:** The bidder/offeror certifies by submission of a bid/proposal that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of any solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless

from any and all liability, loss or expense incurred by any such violation, or alleged violation.

11. Default: In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

12. Drug Free Workplace: (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees to
 - i. provide a drug-free workplace for the Contractor's employees;
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. Employment Discrimination: (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this

nondiscrimination clause.

- ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. Environmental Health & Safety (EHS):

- a. The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County's Department of Risk Management, Environmental, Health and Safety Division maintains an EHS system based on ISO 14001 and 45001 standards. The Bidder shall review and comply with the Contractor EHS Guidelines (EHS.FORM.0011) accessible at <https://www.chesterfield.gov/848/Policy-Procedures>. The Contractor shall work with the County Project Manager to manage and control those activities that may cause environmental impact or present a safety hazard. Bid pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.
- b. The Contractor, its employees and Subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry. The provisions of all rules and regulations governing safety as adopted by the Safety and health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
- c. The Contractor shall provide a supervisor for each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's or Subcontractor's employees from the work site.
- d. The Contractor may be required to provide to the County a copy of the Contractor's

policies or manuals related to Environmental, Health & Safety compliance, and/or copies of training records for Contractor or Subcontractor employees.

- e. If the County provides written or verbal notice to the Contractor that any of his activities have been determined to be hazardous and need to be stopped, the Contractor shall immediately discontinue those activities until notified by the County that he may resume activities.
- f. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.

15. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. ~~If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments.~~ No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804)748-1673 with questions.

16. Faith-Based Organizations: (*Code of Virginia* Section 2.2-4343.1, as amended) The County does not discriminate against faith-based organizations.

17. Finance/Interest Charges: Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

18. Force Majeure: ~~Except for its payment or confidentiality obligations,~~ neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

19.

Form of Agreement: It is the County's intent to utilize the Service Agreement included in ATTACHMENT C to execute the final agreement between the County and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service

20 Agreement.

Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and

for Chesterfield County.

21. Indemnification: The Contractor shall hold harmless and indemnify the County and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying the Contractor, subcontractors, or any third party beneficiaries of the contract(s).

22. Invoices: Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.

23. Mistakes in Bids:

a. Mistakes discovered following bid opening but prior to award:

- i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
- ii. Prices shall be stated in units of quantity and/or work as specified in the Pricing Schedule. In the event of a discrepancy in calculating price extensions (an error in the multiplication of units of quantity and/or work and the unit price), the unit price shall govern and the discrepancy will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum of the column will be resolved in favor of the correct sum total. The County reserves the right to audit price extensions and/or totals, and may use corrected price extensions and/or totals after such audit to determine the apparent low bidder. The County is not responsible for a bidder's clerical or mathematical errors. The County further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.

b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

24. Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

25. Negotiation: In accordance with 2-47 of the County Code, if the bid from the lowest

responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the Procurement Director, or his designee, with assistance from the user department or specific entity.

26. Payment: If the Contractor performs all of the obligations of the contract ~~to the satisfaction of the County~~, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. ~~Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:~~

- ~~a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or~~
- ~~b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.~~

27. Payment Card Industry Data Security Standards: If (a) contractor stores, processes, or transmits cardholder data or engages in credit card processing, or (b) the goods or services provided by contractor involve credit card processing or the storage, processing, or transmission of cardholder data, then contractor shall comply with the Payment Card Industry Data Security Standards established by the PCI Security Standards Council, available at https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security. These standards ensure the protection of payment account data throughout the payment lifecycle, including credit card and debit card numbers, access codes, and other cardholder data and sensitive authentication data.

28. Precedence of Terms: All Special Conditions contained in a solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

29. Preferences:

- a. In accordance with Code of Virginia Section 2.2-4324(B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The

Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Code of Virginia Section 2.2-4324(D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

- b. In accordance with Code of Virginia Section 2.2-4328, as amended, and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia Section 2.2-4324, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

30. Prior Defaulted Contracts: The County may, in its sole discretion, choose not to make an award to a bidder/offeror who has previously had a contract with the County terminated for the bidder's/offeror's default or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidder/offeror has had a contract with the County terminated for default.

31. Proprietary Information: Code of Virginia Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the bids/proposals will be subject to disclosure pursuant to applicable law.

32. Quality Expectation Statement: The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. ~~In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of~~

~~“zero defects – zero rework”.~~

33. **References:** If requested, the bidder/offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders/offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder/offeror.

34. **Safety:**

- ~~a. The Contractor shall provide a supervisor at each job site who is competent, qualified, has authority over the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site. This supervisor shall be accessible by the County Project Manager, the County Procurement Department, and County Department of Risk Management.~~

35. **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the County; fully investigate the event; and cooperate fully with the County's investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the County.

36. **Sensitive Information Handling:** Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable County policies and

procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.

37. **Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.
38. **Technology Agreements:** The bidder shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that is required to use or support the product or service being provided.
39. **Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
40. ~~**Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:~~
 - ~~a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;~~
 - ~~b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.~~

~~If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.~~
41. **Unauthorized Aliens:** (Code of Virginia Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
42. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any

rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid/proposal and demonstrate in the bid/proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

43. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

44. Withdrawal of Bids (not applicable to competitive negotiations):

~~a. Withdrawal: Construction (Code of Virginia Section 2.2-4330, as amended)~~

- ~~i. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.~~
- ~~ii. The bidder shall give notice in writing to the Procurement Director of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of Code of Virginia Section 2.2-4342(F), as amended.~~
- ~~iii. Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, or Code of Virginia Section 2.2-4330, as amended, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.~~

b. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Procurement Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of Code of Virginia Section 2.2-4342(F), as amended

B. SPECIAL TERMS AND CONDITIONS

1. **Access to County Property:** Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building. Employees will be required to obtain County issued contract employee identification cards and display the cards at all times while working on County property. Identification cards will be issued by appointment only after completion of an identification card application. Upon award of the contract, the Contractor shall contact the Office of Security Management at (804) 717-6843 to schedule an appointment.
2. ~~**Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor or revoke acceptance of the defective or non-conforming goods and return goods to the Contractor at the Contractor's expense.~~
3. **Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
4. **Contact with Students:** As required by *Code of Virginia*, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school

hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

5. Contract Term/Contract Renewal/Contract Extension

a. Contract Term

The initial term of this contract shall be effective for five years from date of contract execution.

b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the County for **two successive terms**, an initial three year term and a subsequent two year term under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

i. If the County elects to exercise the option to renew the contract for an additional term, the contract price(s) for the additional term shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the 5% category of the Producer Price Index (PPI), or the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W), or the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: ~~<http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>~~

ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the 5% category of the Producer Price Index (PPI), or the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W), or the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: ~~<http://www.bls.gov/ppi> or <http://www.bls.gov/cpi>~~

c. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

6. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- ~~7. **Delivery of Services – Routine Requests:** The Contractor shall be required to respond to routine requests for service within four (4) hours of receipt of the request. A return call from the Contractor acknowledging the request and scheduling (1) a site visit for reviewing and estimating the work or (2) scheduling the work, will be considered an acceptable response.~~
- ~~8. **Delivery of Services – Emergency Requests:** The County will, during the course of the contract, make emergency requests of the Contractor which may require immediate response. Upon receipt of an emergency request for services the Contractor will be required to have a work crew on site within two (2) hours of receipt of the emergency request. The Contractor shall be on a twenty-four (24) hour call for emergency situations which may arise.~~
9. **Information Security General Protection:** The Contractor will develop, implement, maintain, and use commercial best practices, including appropriate administrative, technical, and physical security measures, to preserve the confidentiality, integrity and availability of County data (as that term is defined in the Service Agreement) received from, or on behalf of a County employee, student, citizen, or County business function. These measures will be extended to all subcontractors used by the Contractor.

The purchase and implementation of a new County good or service requires use of a formal assessment review process to evaluate the security and risk level of an Offeror's good or service prior to finalizing acquisition of that good or service. The security review includes a due diligence risk analysis, which is conducted prior to final acquisition by County information security and technical staff in consultation with the Offeror. The review will analyze minimum information security requirements as described in the Technical Information Security Requirements — **(ATTACHMENT B)**. **Response to Attachment B shall only be required upon notification by the County.**

- a. The Offeror agrees to follow County procedures and provide answers to Attachment B to ensure compliance with Federal and State laws and regulations,

County policies, and security standards and baselines for the data classification level.

- b. County information security and technical staff will review the results and reserves the right to verify the Offeror's responses prior to an award recommendation.
- c. Identified gaps between required information security controls for the data classification level and the Offeror's implementation as documented by the County shall be tracked by the Offeror for mitigation. Depending on the severity of the gaps, the County may require the gaps to be remediated before contract award, or within a timeframe mutually agreeable to both parties. Any remediation costs shall be negotiated between the County and the Offeror.

10. Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations,

Bodily Injury, Property Damage and Contractual Liability.

- ~~b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.~~
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- ~~d. Umbrella Liability in excess of Commercial General Liability and Automobile Liability: \$2,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the County as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.~~
- e. Professional Liability: \$2,000,000 limit per occurrence.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- f. Must reflect that the Commercial General Liability policy names the Chesterfield County Community Services Board, the County of Chesterfield, their officers, employees, and agents, as an additional insured by endorsement of the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of The Chesterfield County Community Services Board and the County of Chesterfield for this policy period.

- g. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;
- h. Must have an authorized signature;
- i. The Certificate Holder should be listed as:

Chesterfield County
Risk Management Department
9901 Lori Road, Room 206
Chesterfield, VA 23832

- 11. **Protection of County Data:** To protect County data, as that term is defined in the Service Agreement, the Contractor shall maintain secure, efficient, and effective information security processes documented by evidenced usage of industry acceptable information security standards, such as current version of ISO 27001/ISO 27002 certification/compliance status, SSAE NO. 16 Attestation status, or use NIST 800-53 controls. The Offeror shall show evidence of usage of any or all these industry

best practice controls to be considered for award of a contract.

County data transmitted to Contractor and stored by Contractor pursuant to the resultant Service Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).

The Contractor agrees to notify the County promptly upon any knowledge of a security incident or security breach associated with County data bound by the resultant Service Agreement.

If Contractor requires the County to agree to terms and conditions in addition to those contained in the Service Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of County data. An "unauthorized release" means a security event in which County data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

- 12. Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

- 13. School Service Providers; Student Personal Information:** Pursuant to the *Code of Virginia*, Section 22.1-289.01, as amended, and the definitions set forth therein, school service providers shall comply with the following:

- a. For the purposes of this section:

"School service" means a website, mobile application, or online service that (i) is designed and marketed solely for use in elementary or secondary schools; (ii) is used at the direction of teachers or other employees at elementary or secondary schools; and (iii) collects and maintains, uses, or shares student personal information. "School service" does not include a website, mobile application, or online service that is designed and marketed for use by individuals or entities generally, even if it is also marketed for use in elementary or secondary schools.

"School service provider" means an entity that operates a school service pursuant to a contract with a local school division in the Commonwealth.

"Student personal information" means information collected through a school service that identifies an individual student or is linked to information that identifies an individual student.

b. Each school service provider shall:

- i. Provide clear and easy-to-understand information about the types of student personal information it collects through any school service and how it maintains, uses, or shares such student personal information;
- ii. Maintain a policy for the privacy of student personal information for each school service and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service;
- iii. Maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards;
- iv. Facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used, or shared by the school service provider, or by such student's parent, either directly or through the student's school or teacher;
- v. Collect, maintain, use, and share student personal information only with the consent of the student or, if the student is less than 18 years of age, his parent or for the purposes authorized in the contract between the school division and the school service provider;
- vi. When it collects student personal information directly from the student, obtain the consent of the student or, if the student is less than 18 years of age, his parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service, and when it collects student personal information from an individual or entity other than the student, obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service; and
- vii. Ensure that any successor entity or third party with whom it contracts abides by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information.

c. No school service provider shall:

- i. Use or share any student personal information for the purpose of behaviorally targeting advertisements to students;
- ii. Use or share any student personal information to create a personal profile of a student other than for supporting purposes authorized in the contract between the school division and the school service provider, with the consent of the student or, if the student is less than 18 years of age, his parent, or as otherwise

authorized in the contract between the school division and the school service provider;

iii. Knowingly retain student personal information beyond the time period authorized in the contract between the school division and the school service provider, except with the consent of the student or, if the student is less than 18 years of age, his parent; or

iv. Sell student personal information.

d. Nothing in this section shall be construed to prohibit school service providers from using student personal information for purposes of adaptive learning or customized education.

14. Special Educational or Promotional Discounts: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

15. Student Data Privacy Requirements: The Contractor acknowledges that any Student Data shared by the County is covered and protected under the Family Education Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

The Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 CFR 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from the County may use the information, but only for the purposes for which the disclosure was made. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the final scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such information.

If Contractor becomes legally compelled to disclose any Student Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide the County with prior notice before disclosure so that the County may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of the Student Data that it is legally required to disclose.

Contractor agrees to notify the County promptly of any known or suspected security breach of any unauthorized disclosure of Student Data.

16. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some

part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

VI. PRICING SCHEDULE

Item #	Line-Item Description	Unit Cost	Approximate Hours	Net Cost
1.	Initial Setup/Training (If applicable)	\$ _____/hour	50	\$ _____
2.	Interpretation Services (on-site)	\$ _____/hour	100	\$ _____
3.	Interpretation Services (phone)	\$ _____/minute	100	\$ _____
4.	Interpretation Services (video remote)	\$ _____/minute	100	\$ _____
5.	Interpretation Services (simultaneous)	\$ _____/minute	100	\$ _____
GRAND TOTAL (SUM OF ITEMS 1 – 5 NET COSTS)				\$ _____

VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Security Questionnaire

I. Compliance/Certification

A. Please provide your organization's ISO 27000 series (27000, 27001, and 27002) certification or compliance status. B. Please provide your organization's SSAE No.18 / SOC Attestation status.

All services are compatible with HIPAA standards. All Traffic in transit and at rest is encrypted using 256 Advanced Encryption Standard (AES). Boostlingo's infrastructure provider is Amazon Web Services (AWS), where we host our applications, servers, databases, undergoes many audits including SOC 2 and ISO27001 audits. Please see the following pages to review the compliance of Amazon Web Services: <https://aws.amazon.com/compliance/>. All data will reside entirely within AWS on systems controlled by Boostlingo; none of the data will reside on computers locally. Role based permission levels are customizable within the platform to designate security roles and access privileges.

We have a mature Security Program that follows guidance from NIST, ISO27001, HIPAA, SOC2, and other US State / EU guidance.

Boostlingo is in the process of completing a SOC 2 or ISO27001 audits. Boostlingo can provide additional information (upon request) on our security relating to our products. However, our infrastructure provider (Amazon Web Services AWS), where we host our applications, servers, databases, undergoes many audits including SOC 2 and ISO27001 audits. Please see the following pages to review the compliance of Amazon Web Services: <https://aws.amazon.com/compliance/>. The data will reside entirely within AWS on systems controlled by Boostlingo; none of the data will reside on computers located here at the Boostlingo offices. To learn more, you can review the SOC3 document that AWS posted at the following location: https://d1.awsstatic.com/whitepapers/compliance/AWS_SOC3.pdf (A SOC3 is a summary of the SOC2 report which is intended to be shared with the public).

C. Please describe this system's compliance with NIST 800-53 v5 controls.

Boostlingo complies with the NIST 800-53 v5 controls in many ways notwithstanding adhering to an Access control Policy, Contingency Plan, Media Protection and disposal, Security and Privacy training and an incident response plan.

D. Please describe any third-party licenses required for the software. Please describe the process for upgrading, fixing, and supporting the third-party software.

No third party license of software are required to run Boostlingo

E. Please confirm that exchanges of sensitive data shall be approved in writing by Chesterfield County before any sensitive data is released to others by the contractor. Please verify where data will reside.

Boostlingo does not release or store any sensitive data by default. Boostlingo will capture specific call data metrics meta data related to the call and the users email.

II. Authentication

A. Please describe how the application authenticates users. B. Please describe how the application interfaces with Active Directory.

Boostlingo has several methods of authentication using either SAML or OAuth. Users are required to access the system with their email and password as credentials. SAML integration is available Identity management systems that support this protocol. For device foot printing JWT authentication tokens are used. Details are stored about every device that accesses the system and associate those devices with the user accessing the system.

C. Does the solution require unique authentication to access the system? D. Please describe any single sign-on capabilities of the system.

Yes! All users accessing the web or mobile apps are required to have an email and password to login. Access to the system can also be accomplished using only over the phone interpretation which will require each user to have their own unique pins for authentication.

Boostlingo has also built in SSO with Office, Google and Apple.

E. Please describe the ability to accommodate enhanced security requirements such as dual authentication.

Boostlingo has MFA/2FA that can be set via sms or email to be used by users if they are using the Boostlingo authentication scheme.

III. Role-Based Access

A. Please describe the system's ability to set access based on role within the system. B. Please describe the system's ability to set access based on department within the system.

The system can create different user roles and access based on the specific user's job responsibilities. Generally, the only users that will have access to the system will be the end users that will need access to the interpretation platform which would only require a single user role. The system also allows these users to be created and managed within various client accounts which can be structured to represent various departments. Users could also exist within departments and their call logs will be reflected in the client account or department they initiated the call from.

C. Please describe the system's ability to allow users to designate certain fields as confidential and restrict access to those fields. D. Please describe how the solution allows for the designation of a system administrator separate from the security administrator or data users.

Yes. Boostlingo has the ability to create user roles that can be set to restrict user access to confidential fields. Furthermore, different level of admin access can be created within the platform. Specific Admin

users have the ability to set certain information as confidential and that should not be accessed by interpreters for scheduled onsite assignments.

E. Please describe how the solution restricts access by user ID. F. Please describe how the solution restricts access by database table.

Boostlingo is a multi-tenant architecture. Each customer is a tenant and data is segregated by that customer's unique identifier. All user permissions by roles and feature access is restricted by user ID within a database table.

G. Please describe how the solution restricts access by transaction type. H. Please describe how the solution restricts access by screen or menu.

Each different transaction is stored on its own with a unique call or appointment ID. The different transactions can be accessed by the portal dashboard in the user interface or download on a .csv file or .pdf.

I. Please describe how the solution restricts access by report type. J. Please describe the system's security controls to define users authorized to perform the following:

1. Log on

Only those users that have access to the Audit Trail or Insights module via role management will have the ability to view and access the reports by this type.

2. Add data

Only those users that have access to the create onsite or scheduled assignments via role management will have the ability to add data in the form of scheduled assignments.

3. Delete data

There is no delete function in Boostlingo so no data can ever be deleted by any users.

4. Change data

Boostlingo does not allow or have the ability for data to be deleted by users.

5. View data

Only those users that have access to view data will have the ability to view call log, Account data, Appointment data. Access to view can be segmented by the specific object class that is being viewed. Some users may have access to viewing call logs but may not have access to view the appointments scheduled.

6. Search data

Any user that has access to view the data will have the ability to search for that data.

7. Approve data

NA.

K. Please describe security reports showing:

1. Authorized system use

All Access to the instance is logged in the audit log and cannot be deleted.

2. Unauthorized system use

3. Security profiles by user (indicates multiple profiles)

4. Effective dates security changes

IV. General Security

A. Please describe your organization's process to assign clearance levels to internal or sub-contract positions for accessing sensitive data.

All data is encrypted using 256 AES in transit and at rest with the AWS. Users do not have access to the Datastore. Access to data is restricted with various safeguards and role-based management is a feature available within the platform to designate security roles and access privileges. All sensitive data is scrubbed before being logged. no sensitive data is logged. All Access to the production servers is accessed via VPN by a very few developers employed by Boostlingo. VPN access is limited to a small number of management staff. L2TP/IPSEC VPN, split-tunnelling enabled, authentication against Active Directory (restricted by AD group) Sub-Contractors or third parties do not have access to sensitive data.

B. Please describe employment and background check processes on employees and subcontractors that will be involved in the direct support or custody of data and processes associated with the proposed solution.

Our background checks include Verification of SSN and checks national criminal records, sex offender list, address history, county criminal records, and terror watchlist for national, state, and current county of residence. All Employees in the US, regardless of level, will go through background check. US based routing Interpreters do as well.

C. Please describe your segregation of duties for staff performing key functions, which if not separated may create security collusion or other social engineering risks.

Boostlingo has an access control policy that establishes direction and requirements for access to Boostlingo data, information and systems, and to ensure that users have the appropriate access levels to access information on systems and applications.

D. Please verify data is secure through the entire life cycle of the system to include data entry or data collection, data manipulation, data reporting or publishing, data transfer or transmission, data storage, and data disposal.

The access keys are securely stored in a key management service provided by our cloud host provider. This is required to start up the instances since we use volume level encryption. Only the necessary DevOp members, at BoostLingo, have access to this key service. The key management service we utilize takes advantage of Hardware Security Modules to protect the security of the keys. The service is built on systems that are designed to protect the master keys with extensive hardening techniques such as never storing plaintext master keys on disk, not persisting them in memory, and limiting which systems can access hosts that use keys. All Data Encrypting Keys (DeK) encrypted using Key Encrypting Keys. All the data is stored in one encrypted database at the volume level. All information is stored and documented in a secure repository only accessible to development. There is a series of sign offs from all key stakeholders that occur when configuration changes are made. Attached are the Boostlingo Data Integrity, Information Classification, Data Retention and Disposal Policy.

E. Please verify the ability to conduct testing with test or fictitious (not live) data.

Boostlingo can provide limited access for a period of time to sandbox environment for some pre-defined test by a third party that will abide by the Boostlingo Vulnerability and Penetration Testing Management Policy.

F. Please describe policies and procedures for emergency software fixes and patches.

Critical patches are applied ASAP but no later than 7 days. High vulnerabilities are remediated within 30 days. Medium vulnerabilities are remediated within 90 days.

G. Please describe any software escrow assurance.

Boostlingo is a SaaS platform and does not carry escrow assurances. Boostlingo does have cybersecurity insurance policy that would cover any claims associated with a cyber incident within the Boostlingo system.

H. Please verify organization utilizes software for continuous detection and elimination of viruses.

We perform regular scans internally with AWS Inspector and external scans with Nessus. Scans are on a weekly basis for internal assets and monthly for external assets.

I. Please describe system reconciliation methods to verify consistency and accuracy of data.

This Question does not really apply to Boostlingo as the platform only stores call log data retrieved via api from Twilio. However, there are checks and validations in place that check for missing or unexpected values, inconsistent timestamps, and ensure that phone numbers are in the correct format. Boostlingo has implemented advanced logging and monitoring of all business critical services and utilizes several tools within AWS suchg as distributed trace application monitoring, log analysis and performance insights in AWS rds.

J. Please describe information security incident response capability.

Boostlingo has a documented Incident Management program that has been approved by management and is tested on an annual basis. All incidents are reported to and managed by the Boostlingo's Incident Management Team (IMT). Upon receiving notification, the Information Security team will

assess the severity of the incident according to the established thresholds. For more information please see the Boostlingo Incident Management Policy attached.

K. Please verify Chesterfield County shall be notified within 24 hours of any confirmed data breach.

Boostlingo has never had a network breach or experienced a cyber-attack. However, our internal policy is to give notice to customers who are affected by a breach within 24 hours of discovering the breach having affected customer data. Thus, we will notify the main point of contact on their account within 24 hours of identifying their data is affected.

L. Provide change control processes that document baseline configuration and change control processes over the baseline configuration to ensure only approved and authorized changes are implemented in the system.

Please see attached Boostlingo Change management policy that establishes the management direction and high-level objectives for the change management process. In addition, this policy guides the implementation of changes to reduce the impact on other tasks/projects as well as to mitigate associated risks such as:

- Information being corrupted and/or destroyed
- Adverse impact on other organizational processes
- Computer performance being disrupted and/or degraded
- Productivity losses being incurred

M. Please verify use of performance monitoring tools to ensure business solution/system availability.

Boostlingo uses BitDefender EDR (GravityZone Enterprise) as well as utilizes several tools, AWS, distributed trace application monitoring, log analysis and performance insights in AWS rds to ensure real-time event alert.

N. Please describe workforce information security awareness training.

Boostlingo Personnel Security Policy attached.

O. Please describe any vulnerability scanning or penetration testing on your system.

Boostlingo Vulnerability and Penetration Testing Management Policy Attached

P. Solution has industry standard protection against injection attacks – Please describe your secure coding methods and use of Open Web Application Security Project recommendations to minimize web application security threats (i.e., SQL, OS, PHP, ASL, Shell, HTML/Script, etc.).

Q. Please describe any certifications and/or secure coding certifications held by your staff.

These are the certifications and secure coding certifications held by the Boostlingo staff:

Certified Information Systems Security Professional (CISSP) HITRUST Certified CSF Practitioner (CCSFP)
Information Systems Security Architecture Professional (ISSAP) Payment Card Industry Qualified Security Assessor (PCI QSA) Global Computer Incident Response Team (GCIRT) manager ISSAP (Information Systems Security Architecture Professional) CIFI (Certified Information Forensics Investigator)
AWS Business Professional

V. Password Management

A. Please verify that you can provide the following password management functionality (by security administrator):

1. Password length can be defined to a minimum number of positions.

Minimum character length is 8.

2. Password aging is a defined maximum number of days.

Not Currently available but is on the near term roadmap and can be enabled if needed

3. Password lock-out after defined number of failed attempts.

User is locked out and credentials deactivated after 5 failed attempts

4. Notification when number of failed attempts is exceeded.

The notification is not Currently available but ad in users can view the number of failed and successful log in attempts with the audit trail.

5. Passwords can be reset by specified levels of administrators.

For security Passwords can only be reset by the users by requesting a password reset link. Admins with the proper roles based access can deactivate a user account from the admin portal.

6. Passwords can be changed by users if access password is correct.

Yes passwords can be reset by users and is logged in the audit trail.

7. Passwords must be case sensitive.

Yes! Boostlingo requires that a password contain at least one Upper case character.

8. Password must contain alpha-numeric and special characters.

Yes! Boostlingo requires that a password contains at least one Alpha Numeric character as well as a number and a special character.

These requirements can all be met if SSO is setup with the client's current identity Provider.

B. Please describe if passwords should be randomly generated by the system and be sent in an encrypted e-mail to the user so the administrator resetting does not know password.

User create their own password during the invitation and email authentication step.

C. Secure self-serviced password reset should be allowed. Please describe.

Yes. A Users can reset their passwords via a secure email link. The link will be sent to the email that is one file and only if it exists in the database without notifying the person if it does or does not.

D. Please verify that the system enforces that passwords cannot be the same as the account name.

All passwords are securely stored and hashed in the db. Boostlingo does not see or know what the users passwords are.

E. Please describe ability to disconnect or automatically log out user session during designated periods of Inactivity.

User will automatically be disconnected form the server after 8 hours of inactivity.

F. Please describe if system warns user that they will be disconnected before automatically logging off user.

Yes. A Message is displayed to the user that they are disconnected from the server.

G. Please verify users can be inactivated verses deleted when access is no longer needed.

Yes. A user can be deactivated and enabled by the administrator.

H. Please verify the system enforces a limited number of consecutive invalid attempts by a user during an organization defined time-period.

User is locked out and credentials deactivated after 5 failed attempts.

I. Please describe ability to limit the number of concurrent sessions for each user to an organization defined number.

Boostlingo does not limit the number of concurrent sessions a user may have. All session are logged on the server and the device the user is logging in from is captured in the logs. No sensitive information is available for a standard user to access via the web portal.

VI. Encryption

A. Please describe encryption method and strength for passwords in motion.

All Traffic in transit and at rest is encrypted using 256 AES. TLSv1.2 encryption Data transferred across the Internet we employ TLSv2/3 encryption

B. Please describe encryption method and strength for passwords at rest.

256 AES

C. Please describe encryption type and level for data in motion.

256 AES

D. Please describe encryption type and level for data at rest.

256 AES

E. Please describe the methods used to encrypt back-up data, if applicable.

N/A

VII. Audit Trails

A. Please describe audit records containing information that establish what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event and the identity of any individuals or subjects associated with the event.

All Access to the instance is logged in the audit log and cannot be deleted. All changes are logged in the audit trail accessible by administrators. In addition, Boostlingo captures server level and system level logs such as but not limited to the ones below.

- Server reboot/shutdown/start up events
- Software package and update events
- System administrator logins and login attempts
- Device failure and hardware error codes
- Application logs include
- Call completion
- Service interruptions
- Device heartbeat

B. Please verify all system administrator changes are tracked in audit trails.

Yes all system level changes are tracked in the audit trails.

C. Please verify all security administrator changes are tracked in audit trails.

Yes all security level changes are tracked in the audit trails.

D. Please verify there is an audit trail of login attempts.

Yes there is an audit trail of login and logout as well as unsuccessful log in attempts

E. Please verify audit trails can be maintained for a user defined time period.

Audit trails in the admin portal that administrators will have access to are not deleted and are stored indefinitely.

F. Please verify inactivation of users does not alter audit logs.

Audit trails are not deleted or purged even if a user is deleted from the system.

G. Please verify the audit trails can support on-demand audit review, analysis and reporting requirements and after-the fact investigations of security incidents; the generation of audit reports does not alter the original content or time ordering of audit records.

Yes. Audit Trails can be accessed via the web portal for those admins that have the correct user roles.

H. Please verify configuration transactions are contained in the audit trails.

Yes. Any changes to the settings are tracked in the audit trails

I. Please verify all workflow transactions are contained in the audit trails.

Yes any and all changes, amendments, cancellations to scheduled appointments are tracked in the individual appointment activity log.

J. Please verify audit trails contain the following and cannot be edited:

1. User ID

Yes

2. Name

Yes

3. IP address (source or destination)

Yes

4. Date

Yes

5. Time stamps

Yes

6. Event descriptions

Yes

7. Data before changes

No

8. Data after changes

No

9. Success/fail indications

Only or logins

10. Access control or flow control rules invoked

N/A

11. Filenames involved

N/A

K. Please verify audit reports show the following about interfaces:

1. Documents
2. Type of transaction
3. Source of transaction
4. Error reports
5. E-mail address if interface fails or is successful

These are N/A for the most part in the administration portal. Boostlingo will show the device and IP the call is initiated from as well as the user that is initiating the call or scheduled appointment.

L. Ability to track system generated documents that have been generated for an account/customer.

N/A

- 1. Ability to capture the date and recipient's information for files sent to external recipients.**

N/A

- 2. Please verify audit information cannot be altered using any software utility.**

Audit Information cannot be altered or deleted.

- 3. Please verify metadata, if it exists, is included in the audit trail.**

This is captured on the Boostlingo side server but is not exposed today within the platform.

VIII. Life Cycle & Disaster Recovery

A. Please describe backup, redundancy, and disaster recovery protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

All hardware is maintained and managed by the host environment AWS. Architecture is documented and changes are tracked by Boostlingo. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. Decommissioning of hardware techniques is detailed in DoD 5220.22-M ("National Industrial Security Program Operating Manual") or NIST 800-88 ("Guidelines for Media Sanitization") to destroy data as part of the decommissioning process. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices.

B. Please describe how you maintain and test contingency plans.

All Documentation and company processes are maintained in Tugboat. Contingency and BC/DR plans are tested twice a year.

C. Please describe any service level agreements associated with the information system.

Information on SLA can be found here <https://boostlingo.com/legal-lsp/>

Appendix Documents

Attachment C – Proprietary/Confidential Information Identification

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); **however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.**” **If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: Boostlingo LLC invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on 10/13/2023.

Date

Signature: Noelle Lattimore Title: VP of Legal and Compliance

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Security Questionnaire	200-211	Proprietary
VRI Languages	214	Proprietary
VRI Indigenous	218	Proprietary
Average Response Time	219-220	Proprietary

Use continuation sheet(s) if necessary

Attachment C – Proprietary/Confidential Information Identification

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Date

Signature: Noelle Lattimore

Title: VP of Legal and Compliance

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Pricing	39-46	Proprietary
Intro Letter	3	Proprietary
Cover Sheet	4	Business Designation
Executive Summary	14	Proprietary
Scope of work	16-20, 25, 26, 27,	Proprietary
Statement of Qualifications	32	Proprietary
Key Individuals	34-35	Personal Info
References	37	Client Info and contact info
Exhibit B	49-53, 57-59, 61, 64, 65	Proprietary

Use continuation sheet(s) if necessary

Written Translation Languages

Latin American Spanish

European Spanish

Chinese (Mandarin and Cantonese)

French

French Canadian

Japanese

Korean

Russian

Vietnamese

Armenian

Cambodian, (Khmer)

Dari

German

Gujarati

Haitian Creole

Italian

Polish

Portuguese

Brazilian Portuguese

Tagalog

Thai

Ukrainian

Arabic

Amharic

Somali

Ukrainian

Farsi

Turkish

Boostlingo can source any languages needed by an agency, the list above reflects the languages required in the RFP and the most common languages we see on a national scale

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- Achi (Rabinal, Calbulco)
- American Sign Language (ASL)
- Arabic
- Burmese
- Cantonese (Chinese)
- Chuj
- Dari (Afghan Persian, Afghan Farsi)
- Farsi, Iranian
- French
- Haitian Creole
- Iranian Farsi
- Kinyarwanda
- Korean
- Mandarin
- Nepali
- Pashto
- Portuguese (Continental)
- Russian
- Somali
- Spanish
- Swahili
- Urdu
- Vietnamese

Over the Phone Interpreting Services (OPI)

OPI

Available Languages

Acehnese	Catalan	Garre
Achi (Rabinal, Calbulco)	Cebuano	Georgian
Acoli	Chadian (Arabic)	German
Adele	Chaldean	Ghulfan (Arabic)
Aderi	Chamorro	Greek
Afrikaans	Chao-Chow	Greenlandic
Aguateco	Chin (Lai)	Guarani
Akan	Chinese (Hokkien)	Guere
Akateko	Chinese Shanghainese	Guinea-Bissau Creole
Albanian	Chinese Xiang	Gujarati
Algerian	Chinn	Hainanese
Amharic	Chuj	Haitian Creole
Apoi	Chuukese	Hakha Chin
Arabic	Corsican	Hakka Chinese
Arakanese	Cotocoli (Tem)	Hausa
Aramaic	Croatian	Hebrew
Armenian	Czech	Hiligaynon
Asante	Danish	Hindi
Ashanti	Dari (Afghan Persian, Afghan Farsi)	Hmong
Assamese	Dinka	Hunan
Assyrian	Diola	Hungarian
Azerbaijani	Divehi	Igbo
Azeri (Cyrillic)	Dutch	Ilocano
Azeri (Latin)	Dyula	Ilonggo
Azeri (Turkish)	Edo	Indonesian
Badini	Estonian	Inuktitut
Bahasa (Malaysian)	Ewe	Iranian Farsi
Bajuni	Falam Chin	Irish
Balochi	Fante	Isixhosa
Bamanankan	Farsi, Iranian	Isizulu
Bambara	Filipino (Tagalog)	Italian
Basa Sunda	Finnish	Italian-Romanian
Bashkir	Flemish	Ixil
Basque (Euskera)	French	Jakalteko
Bassa	French Canadian	Japanese
Belarusian	French Creole	Javanese
Bengali	French-Albanian	Jiangsu
Berber	French-Arabic	Jola-Fonyi
Bosnian	French-Italian	Jordanian
Breton	French-Spanish	Kabiye
Bulgarian	Frisian	Kachin
Burmese	Fukienese Chinese	Kannada
Buryat	Fulani	Kaqchikel
Cambodian	Fuqing	Kara
Cantonese (Chinese)	Fuzhou	Karen
Cape Verde Creole	Ga	Karen Pow
Carolinean	Galician	Karenni (Kayah)

Over the Phone Interpreting Services (OPI)

OPI

Available Languages

Kazakh	Marathi (Indian)	Sami (Inari)
Khmer (Cambodian)	Marshallese	Sami (Lule)
Kibajuni	Masalit	Sami (Northern)
K'iche	Matu Chin	Samoan
Kikongo	Mbay	Sango
Kikuyu	Mende	Sanskrit
Kinkani	Mien	Saraiki
Kinyamulenge	Mina (Togolese)	Scottish Gaelic
Kinyarwanda	Mirpuri	Serbian
Kirundi	Mizo (Chinn)	Sethang
Kiswahili	Mohawk	Setswana
Kituba	Moldovian	Shona
Korean	Mongolian	Sichuan
Kosraean	Montenegrin	Sicilian
Kpelle	Mushunguli	Sinhalese
Kunama	Navajo	Slovak
Kurdish	Neapolitan	Slovenian
Kurdish (Bahdini)	Nepali	Smi (Skolt)
Kurdish (Kurman)	Nigerian Pidgin	Smi (Southern)
Kurdish (Sorani)	Ningbo	Somali
Kurmanji	Norwegian	Soninke
Laotian	Occitan	Sorani
Latvian	Oriya	Sotho
Lebanese (Arabic)	Oromifa	Spanish
Leta	Oromo	Spanish-Italian
Lingala	Pahari	Spanish-Portuguese
Lithuanian	Pampango	Spanish-Romanian
Loma (Liberian)	Pangasinan	Sri Lankan (Tamil)
Lower Sorbian	Papamiento	Sudanese Arabic Creole
Luganda	Pashto	Swahili
Luo	Patois (Jamaican)	Swedish
Luxembourgish	Persian, Iranian	Sylheti
Maay Maay	Pidgin	Syriac
Macedonian	Polish	Tachew
Malay	Portuguese (Brazilian)	Tahitian
Malayalam	Portuguese (Continental)	Taiwanese
Malaysian	Portuguese Creole	Tajik
Maldivian	Pulaar	Tamazight
Malinke	Punjabi	Tamil
Maltese	Q'anjob'al	Tatar
Mam	Qeqchi	Tedim Chin
Mandarin	Quechua	Telugu
Mandingo	Quiche	Teochew
Mandinka	Rahkine	Thai
Maori	Rohingya	Tibetan
Mapudungun	Romanian	Tigre
Mara Chinn	Russian	Tigrinya

Over the Phone Interpreting Services (OPI)

OPI

Available Languages

Toisanese
Tongan
Tosk
Trukese
Tshiluba
Turkish
Turkman
Twi
Ukrainian
Upper Sorbian
Urdu
Uyghur
Uzbek
Vietnamese
Visayan
Walloon
Welsh
Wolof
Yakut
Yi
Yiddish
Yoruba
Yupik
Zomi
Zulu
Zyphe Chinn (Zophei Chinn)

Video Remote Interpreting Services (VRI)

VRI

Indigenous Mayan Languages

Akateko
Awakateko
Ch'orti'
Itza
Ixil
Jakalteko
Maya
Mazateco
Miskito
Mixteco Alto
Mixteco Bajo
Mopán
Nahuátl
Poptí
Poqoman
Q'anjob'al
Sakapulteko
Sipakapense
Tektiteko
Tsotsil
Tzeltal
Uspanteko
Zapoteco

PRESCHEDULE ONLY

beastlingo

Average Response Time | 2023

All times reported in seconds

Language	On Demand Average Response Time	Language	On Demand Average Response Time
Acehnese	41.75	French Creole	15.82
Achi	23.50	Fulani	23.31
Afrikaans	26.78	Fuqing	22.00
Akan	23.25	Fuzhou	21.60
Akateko	44.50	Ga	24.77
Albanian	25.75	Garre	18.50
American Sign Language (ASL)	57.32	Georgian	24.02
Amharic	14.16	German	25.95
Arabic	14.12	Greek	22.81
Armenian	23.27	Gujarati	30.18
Ashanti	23.33	Hainanese	20.00
Assyrian	33.38	Haitian Creole	13.11
Azerbaijani	35.00	Hakha Chin	20.37
Azeri Turkish	27.32	Hausa	21.00
Badini	21.60	Hebrew	25.04
Bambara	21.75	Hindi	14.17
Bashkir	21.00	Hmong	31.23
Basque	21.00	Hungarian	28.83
Belarusian	22.00	Igbo	23.50
Berber	20.50	Ilocano	32.56
Bosnian	37.55	Ilonggo	26.00
Breton	21.83	Indonesian	29.90
Bulgarian	29.38	Italian	35.15
Burmese	20.80	Ixil	33.50
Cambodian	27.66	Japanese	43.23
Cantonese	35.99	Jiangsu	21.00
Cebuano	27.17	Jola-Fonyi	24.00
Chaldean	20.00	Kabiye	26.00
Chuj	31.00	Kannada	22.50
Chuukese	28.10	Kara	21.00
Croatian	19.45	Karen	30.49
Czech	27.59	Karenni (Kayah)	27.65
Danish	35.50	Kazakh	24.20
Dari	9.80	Kibajuni	22.75
(Afghan Persian, Afghan Farsi)		Kinyamulenge	8.00
Dinka	24.27	Kinyarwanda	11.80
Divehi	40.00	Kirundi	16.09
Dutch	33.94	Kiswahili	17.24
Estonian	22.50	Korean	18.12
Ewe	20.83	Kosraean	22.50
Falam Chin	25.80	Kunama	22.37
Farsi, Iranian	14.70	Kurdish	25.53
Finnish	22.73	Kurdish - Kurmanchi	29.33
Flemish	21.67	Kurdish - Sorani	23.77
French	15.49	Laotian	28.59
French - Canadian	18.62	Latvian	25.95

Average Response Time | 2023

All times reported in seconds

Language	On Demand Average Response Time	Language	On Demand Average Response Time
Maltese	21.00	Tedim Chin	40.00
Mam	24.25	Telugu	29.53
Mandarin	26.37	Teochew	24.00
Mandingo	21.00	Thai	26.22
Mandinka	22.60	Tibetan	22.67
Maori	22.00	Tigre	33.50
Marshallese	23.89	Tigrinya	15.96
Mien	25.54	Toisanese	27.80
Mixteco - Alto	28.50	Tongan	24.38
Mohawk	22.00	Trukese	21.60
Mongolian	33.02	Turkish	25.84
Neapolitan	21.50	Twi	23.69
Nepali	11.05	Ukranian	36.66
Norwegian	44.50	Urdu	11.50
Oromifa	21.00	Uyghur	25.00
Oromo	16.25	Uzbek	22.04
Pashto	10.20	Vietnamese	20.62
Polish	34.00	Visayan	31.00
Portuguese Creole	30.40	Wolof	27.23
Pulaar	23.67	Yoruba	20.14
Punjabi	17.98	Zomi	23.75
Q'anjob'al	32.64	Zulu	32.58
Qeqchi	22.13		
Quechua	23.75		
Quiche	25.33		
Rohingya	12.83		
Romanian	31.21		
Russian	27.64		
Sami (Inari)	20.00		
Samoan	24.43		
Sango	24.14		
Scottish Gaelic	21.00		
Serbian	27.35		
Slovak	26.64		
Slovenian	20.00		
Somali	14.42		
Soninke	22.00		
Sorani	20.72		
Spanish	16.39		
Swahili	9.06		
Swedish	36.33		
Sylheti	26.67		
Syriac	21.00		
Taiwanese	31.55		
Tajik	22.33		
Tamil	31.32		

HIPAA COMPLIANCE		BOOSTLINGO HIPAA COMPLIANCE	
HIPAA REQUIREMENT	HIPAA REFERENCE	WHAT	HOW
SECURITY INCIDENT MANAGEMENT	164.308 (a)(4)(ii)(B,C)	Tracking unauthorized access attempts in an effort to reduce risk and exposure to threats from outside network attacks and malware.	All application server infrastructure and logging data are only available via secure VPN access. Automated testing tools (IDS/IPS) are supplied by hosting environment and run on schedule. Inbound and outbound packet filtering provided by network access control lists and security groups. DDoS resilient architecture and mitigation systems automatically detect and filter excess traffic. System utilizes advanced logging and Monitoring. Access to cloud provider follows RBAC and use least privilege which can only access modules necessary for their legitimate purpose. DB infrastructure is not internet accessible. Can only be accessed by internal authorized IP's only. Application server infrastructure and logging data are only available via secure VPN access. DB infrastructure is not internet accessible. Can only be accessed by internal authorized IP's only. Access to cloud provider follows RBAC and use least privilege which can only access modules necessary for their legitimate purpose
ACCESS MANAGEMENT	164.308 (a)(4)(ii)(B,C) 164.308 (a)(5)(ii)© 164.312 (a)(2)(i) 164.312 (a)(2)(ii) 164.312 (a)(2)(iii) 164.312 (c)(1,2)	Information is only decrypted for authorized access users only	256 AES Encryption in transit and at Rest. All requests to/from our servers are made over encrypted https (TLS 1.2) using only the most secure cipher suites. Our database instance, and all of its backups, are encrypted at the volume level.
ENCRYPTION and DECRYPTION	164.312 (a)(2)(iv) 164.312 (e)(2)(i) 164.312 (e)(2)(ii) 164.312 (c)(2)	File and Application Level encryption	256 AES Encryption in transit and at Rest. Boostlingo uses a secure cloud services platform, offering compute power, database storage, content delivery and other functionality to host, maintain and deploy the solution across all platforms. Boostlingo infrastructure is a multitenant public cloud solution with the ability to segregate data by tenant on their own dedicated instance. All User information is encrypted in the Boostlingo DB.
KEY MANAGEMENT	164.312 (e)(2)(i)	Key management via secure web management system	Utilize IAM roles to change access keys and revoke credentials. Keys and passphrases are only readable by the system root user. The access keys are securely stored in a key management service provided by our cloud host provider. This is required to startup the instances since we use volume level encryption. Only the necessary development/operations members at BoostLingo, have access to this key service. The key management service we utilize takes advantage of Hardware Security Modules to protect the security of the keys. The service is built on systems that are designed to protect the master keys with extensive hardening techniques such as never storing plaintext master keys on disk, not persisting them in memory, and limiting which systems can access hosts that use keys.

LOGGING AND AUDIT CONTROLS	164.312 (b)	Data Event logs generated daily and maintained	HTTPS is the only form of communication allowed to the BoostLingo API. The SSL certificate can (and should) be validated in the client's web browser. Mobile apps also consume the same API and will prevent access if the certificate does not match or is no longer valid. Boostlingo captures the following: • Server reboot/shutdown/start up events • Software package and update events • System administrator logins and login attempts • Device failure and hardware error codes • Application logs include: - o Call completion - o Service interruptions - o Device heartbeat - o Call errors Customers do not have direct access to their own system logs, but can be supplied to them upon request to Boostlingo. All user login failures are logged. All security incidents are escalated to senior technical staff and when found to be true threats are logged against internal ticketing system for mitigation.
MONITORING	164.308 (a)(1)(ii)(D)	Monitoring access to PHI	Boostlingo monitors all servers and network hardware the application is running on. Internal and external monitoring checks all of the monitored devices at 5 second intervals. Roles Based Management can be used to restrict access to those users who should not have access to PHI information. All user activity is logged.
SECURITY INCIDENT MANAGEMENT	164.308 (a)(1)(ii)	Identify incidents if they occur to quickly remedy	Security incidents are communicated to administrators through email/text/phone call and require recognition to close incident or same notifications remains open and hits additional administrators. All security incidents are logged in the security incident register. Security incidents, when and if detected, are handled at the highest priority by working with the Hosting environment. All data is encrypted, hashed and salted. All security incidents are escalated to senior technical staff and when found to be true threats are logged against internal ticketing system for mitigation.

