

# bestlingo



**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**



**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](mailto: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.

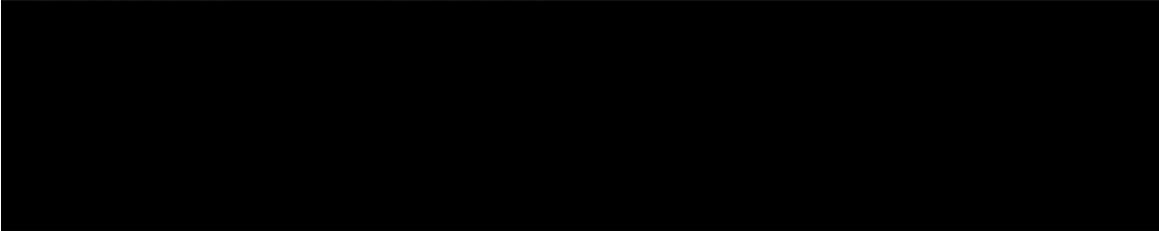
My signature below certifies that:

- 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



**Proposal Date:** \_\_\_\_\_

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, appearing to read "Bernard J. Logan".

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", with a long horizontal flourish extending to the right.

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](http://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**

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](http://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

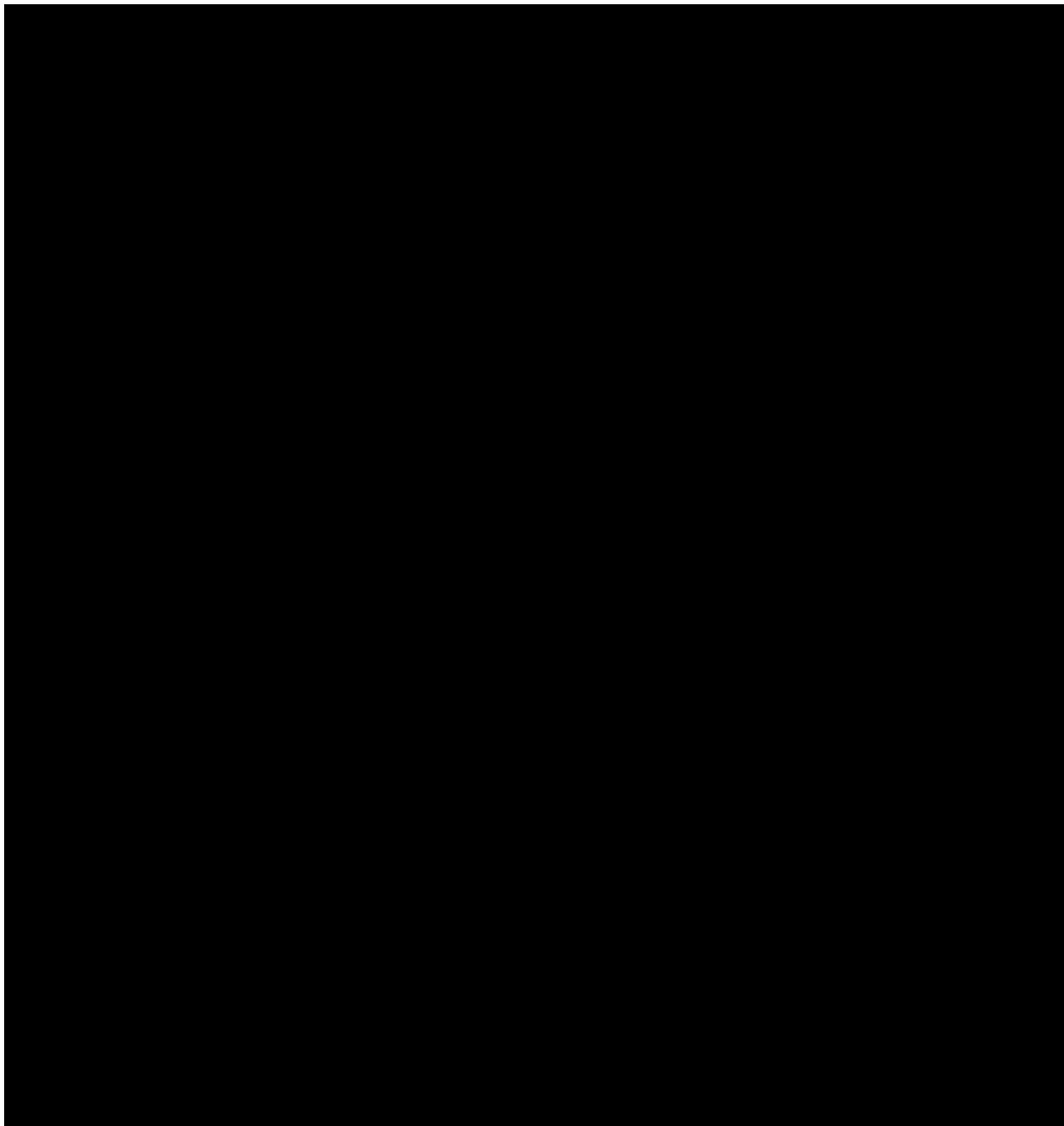


DATE: October 17, 2023

Prepared by:  
Vin Kamatchi, MPA, CPPB  
Procurement Manager



# Executive Summary



# 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).



- **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.



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. [REDACTED] 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, [REDACTED]

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.

[REDACTED]

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

- Yes. [REDACTED]

[REDACTED]

- **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.

[REDACTED]

- **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

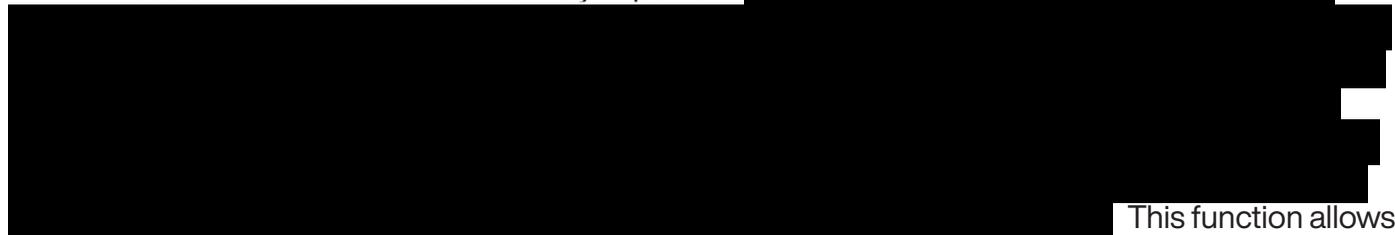
workflow and optimize efficiency.

▪ **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.



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](http://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.**

- [REDACTED]

- **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. [REDACTED]

[REDACTED] 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 [REDACTED]

[REDACTED] 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. [REDACTED]

## 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.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- **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.

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Section E |

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# Key Individuals

## Key Individuals

[Redacted]

[Redacted]

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# References

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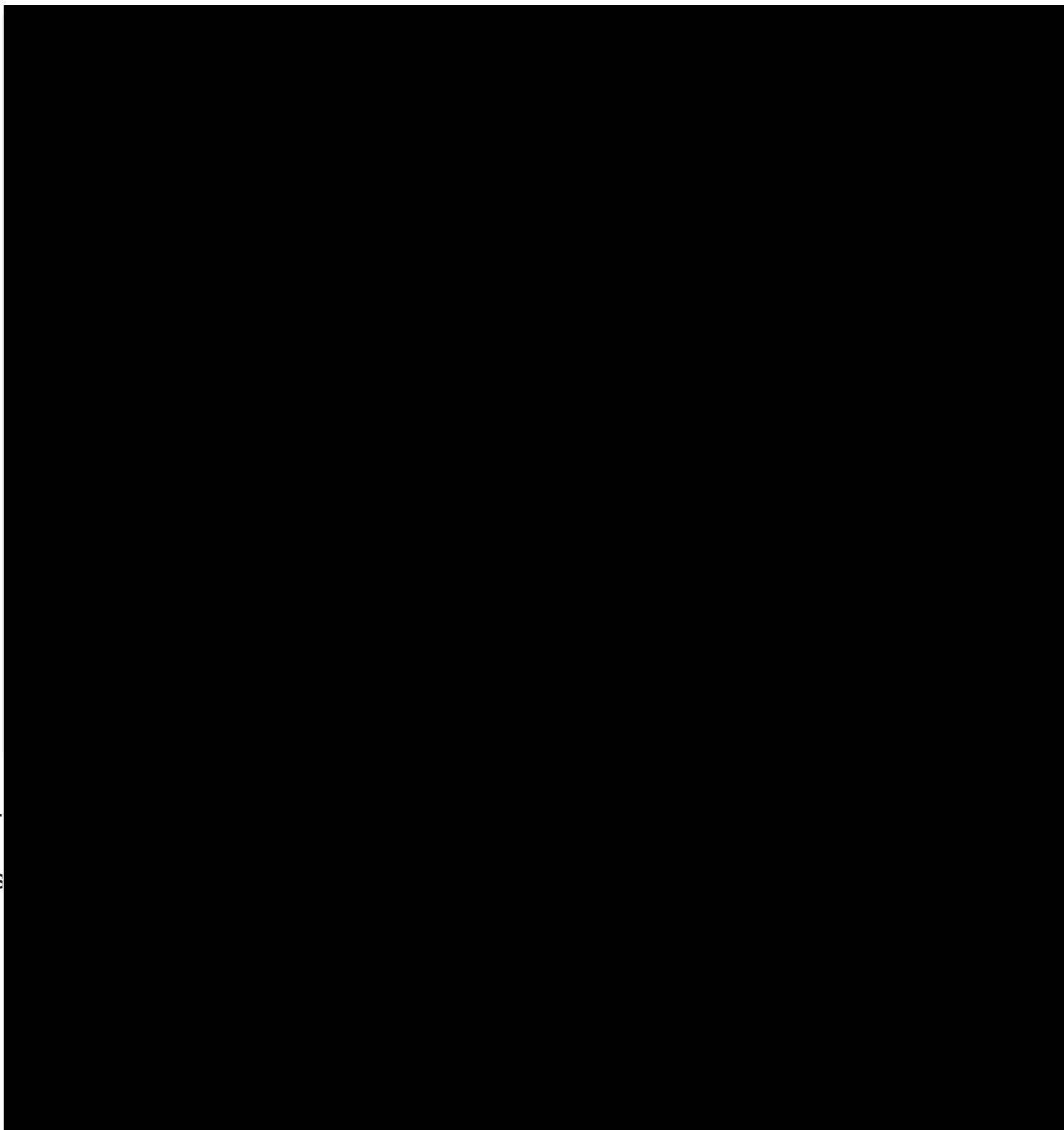
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Section G |

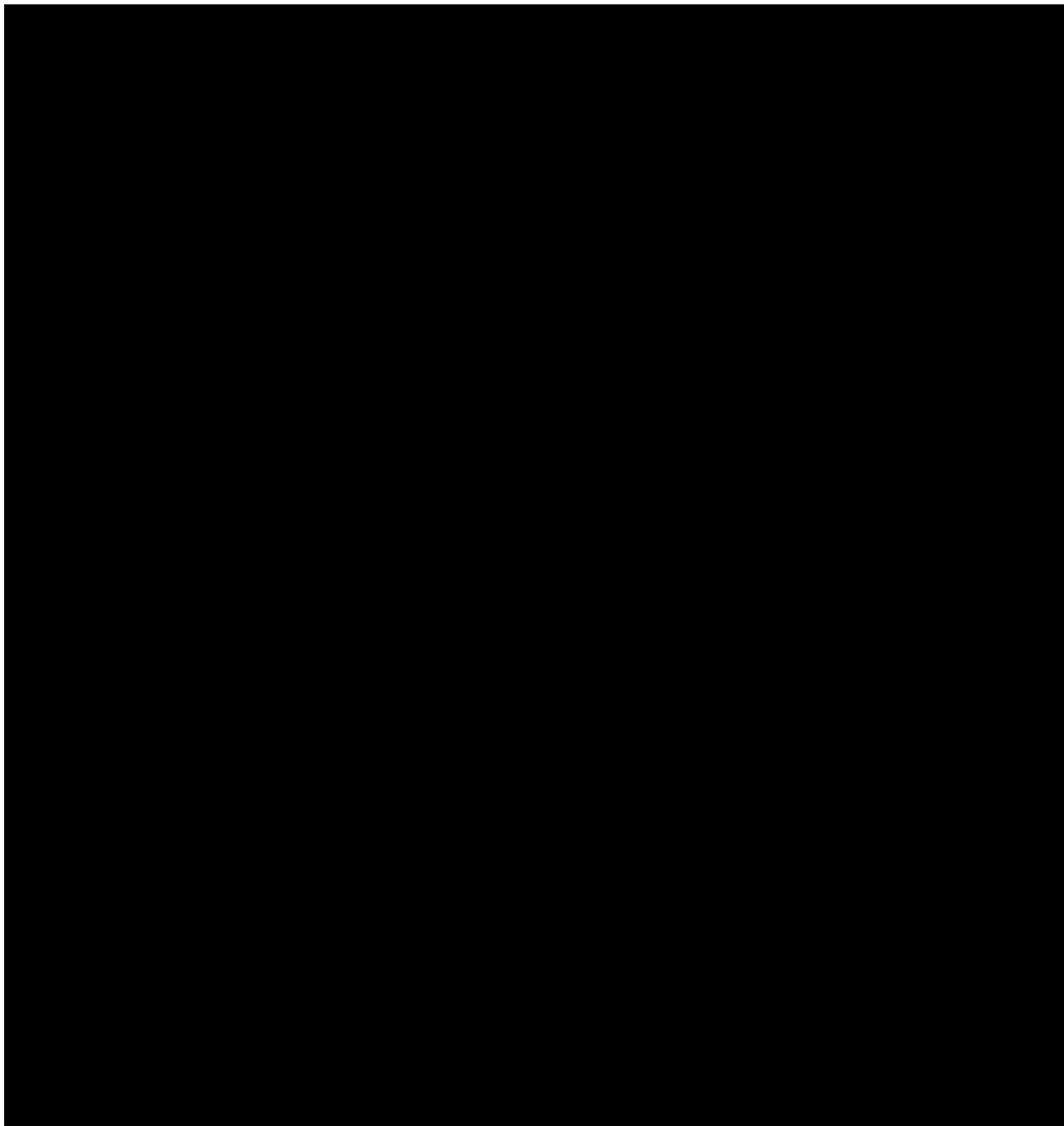
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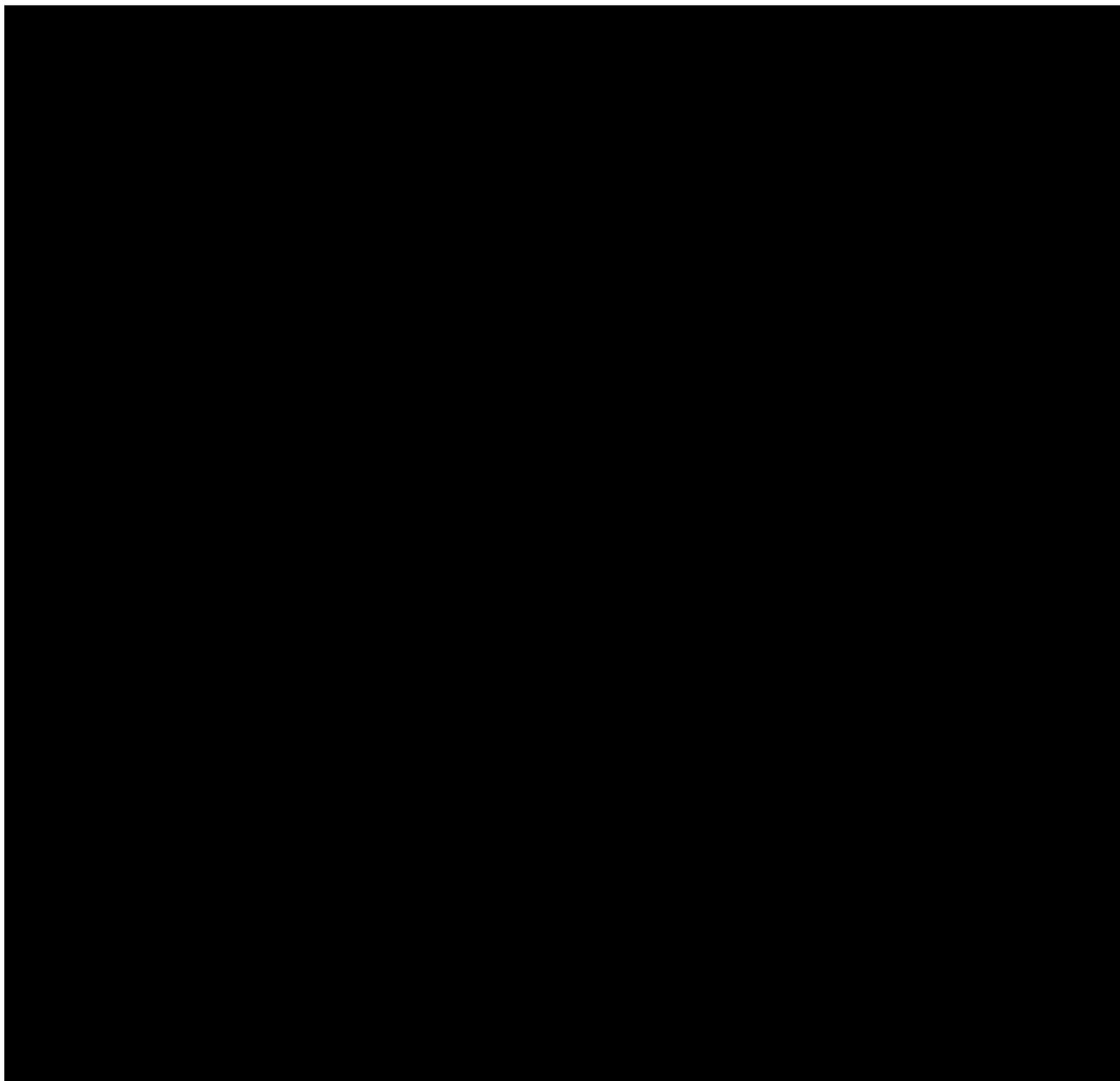
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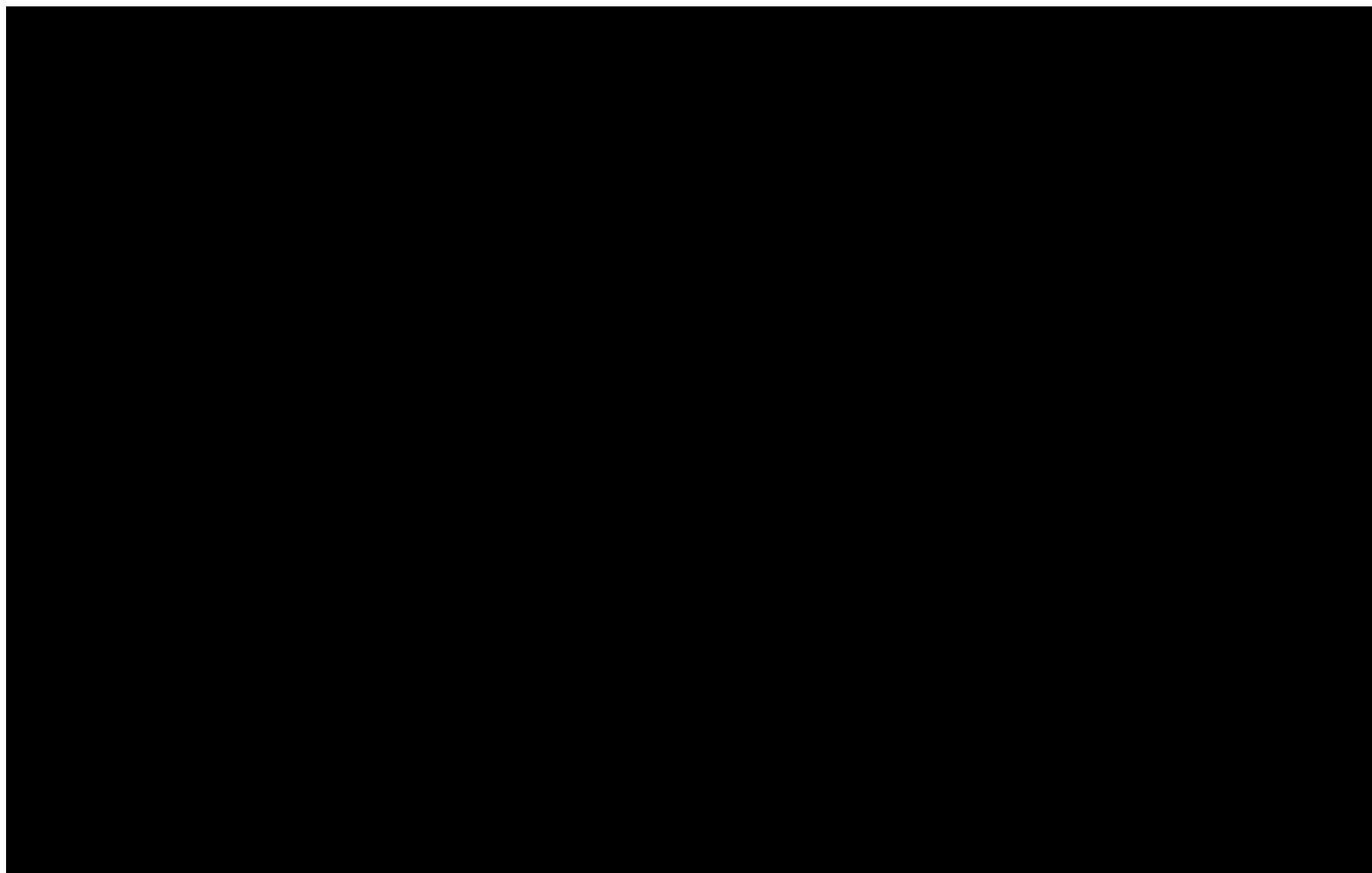
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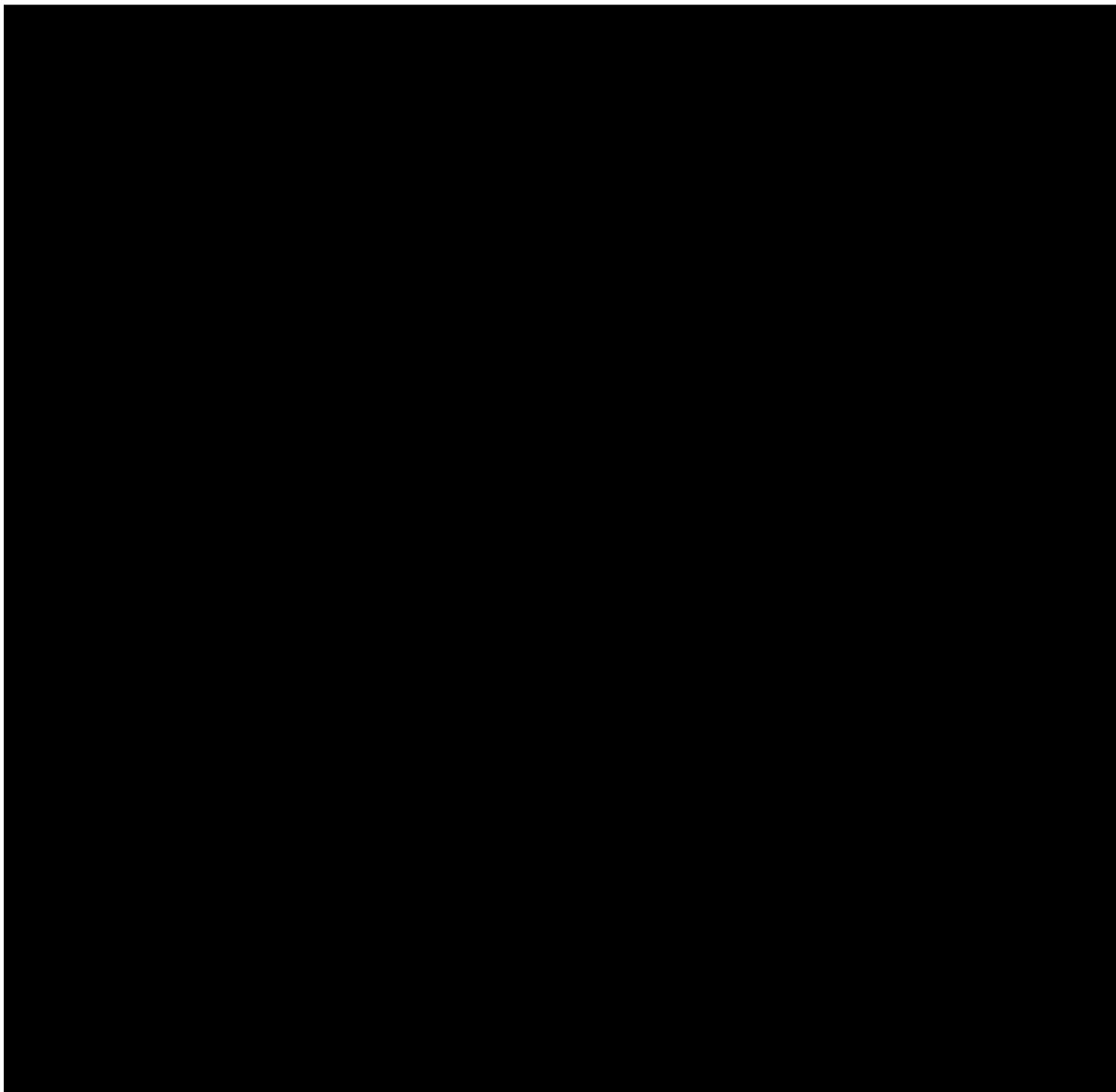
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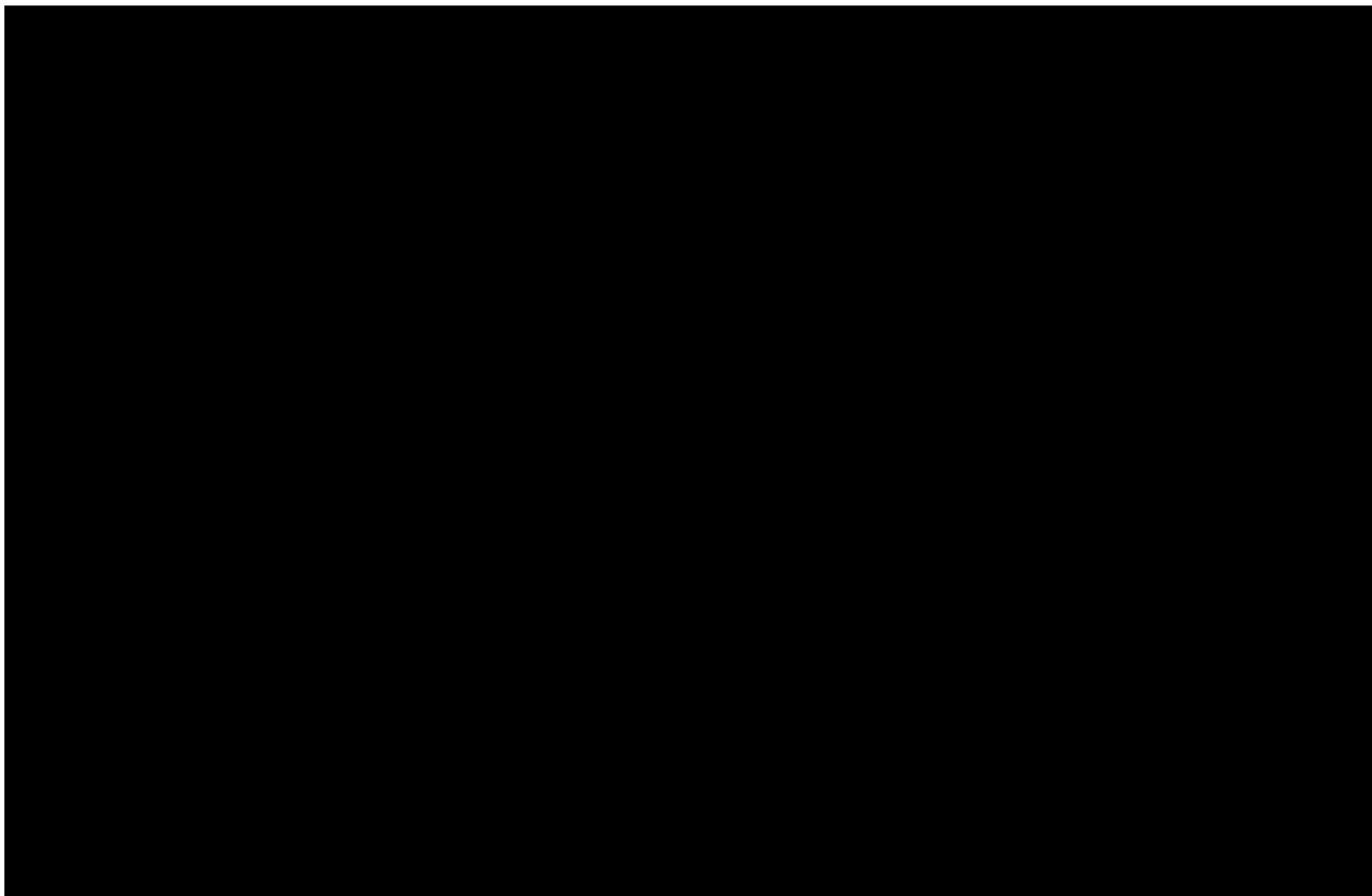
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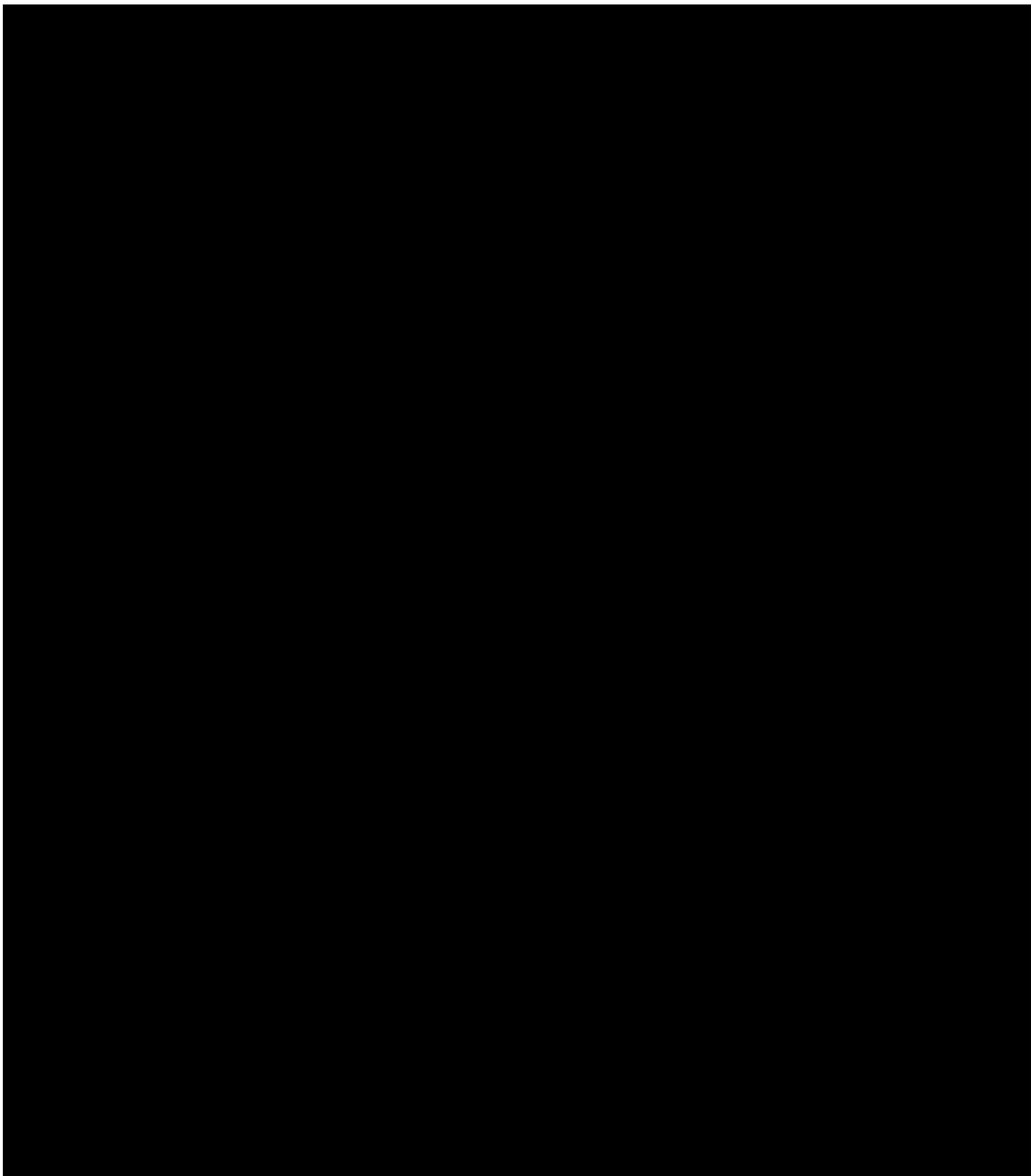
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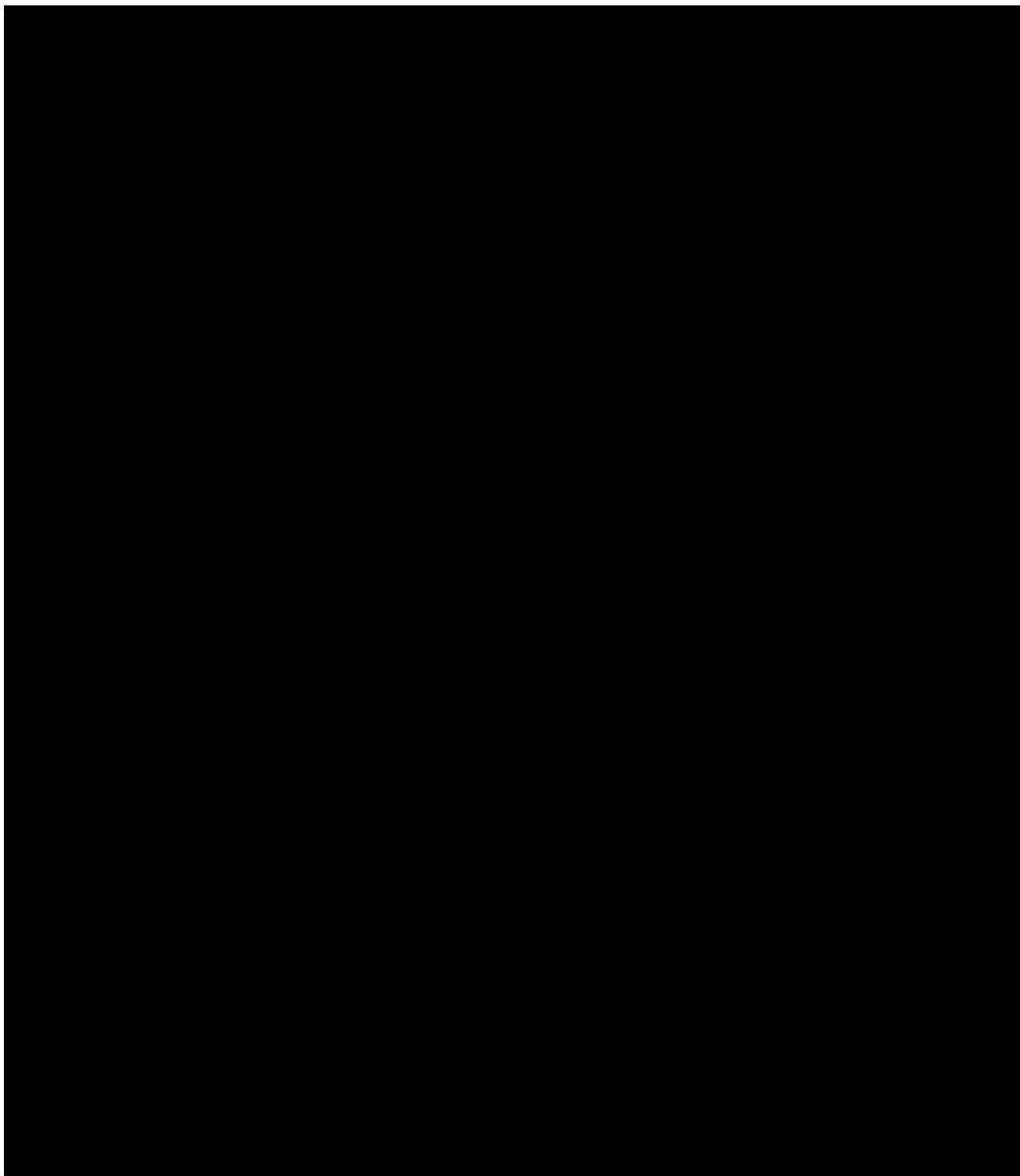


Section H |

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# GovMvmt Exhibits

**EXHIBIT A**  
**QUESTIONNAIRE FOR NATIONAL CONSIDERATION**



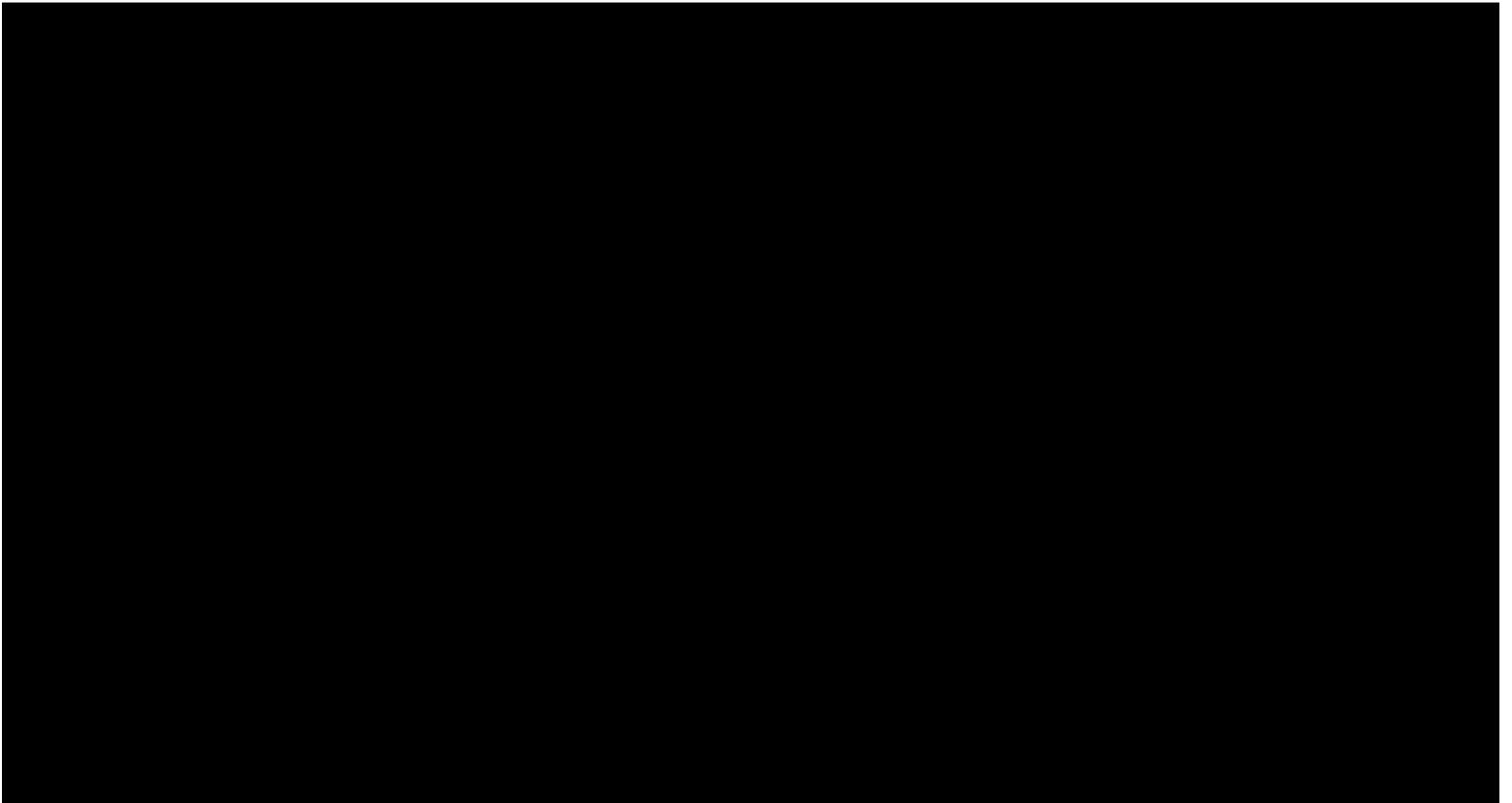


## **Exhibit B: Supplier Response**

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.



### **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.**



**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:**

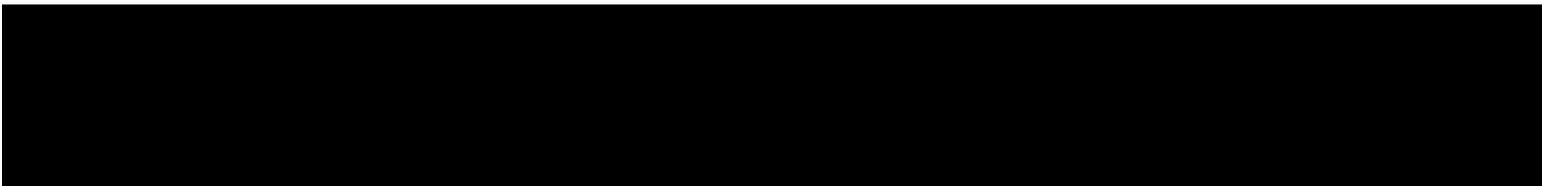


SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20__, 20__, AND 20__			
SEGMENT	20 SALES	20 SALES	20 SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

**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			
<i>Total Supplier Sales</i>			

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



## **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.

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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:**

**[REDACTED]** 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 limestones and benchmarks.

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.



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 [REDACTED]

[REDACTED] 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. [REDACTED]

**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 [REDACTED]

[REDACTED] 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. [REDACTED]

[REDACTED] 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:**



- 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 to is provide the support, attention, and focus required to continue to expand this contract at a national level.

 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





## **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

A large black rectangular redaction box covers the text following the word "requirements".

**beastlingo**

**Exhibit C:**

**GovMVMT ADMINISTRATION  
AGREEMENT**

Contract No.  
Vendor No.

**EXHIBIT C**  
**GovMVMt ADMINISTRATIVE AGREEMENT**

The following GovMVMt Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide (Insert Contract Title) (the "Contract") between (Insert Lead Public Agency name) and (Insert Supplier Name).

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of (Insert Date), by and between GovMVMТ ("GovMVMТ Purchasing Cooperative") and ("Supplier").

**RECITALS**

WHEREAS, the ("Lead Public Agency") has entered into a certain Master Agreement dated as of (enter date), referenced as Agreement (No.#), by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMТ, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, GovMVMТ has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, GovMVMТ serves in an administrative capacity for the Lead Public Agency and other lead public agencies in connection with other master agreements offered by GovMVMТ;

WHEREAS, Lead Public Agency desires GovMVMТ to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "GovMVMТ Purchasing Cooperative" is a trade name licensed by IGSA

WHEREAS, GovMVMТ and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, GovMVMТ and Supplier hereby agree as follows:

**ARTICLE I**  
**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 GovMVM T shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to GovMVM T under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 GovMVM T shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that GovMVM T shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, GovMVM T (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. GovMVM T makes no representations or warranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## **ARTICLE II**

### **TERM OF AGREEMENT**

2.1 This Agreement is effective as of (Insert Date) and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to GovMVM T through the termination of this Agreement and all indemnifications afforded by Supplier to GovMVM T shall survive the term of this Agreement.

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

3.1 GovMVM T views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Participating Public Agencies and the Supplier. The successful foundation of the relationship requires certain representations and covenants from both GovMVM T and Supplier.

3.2 GovMVM T Representations and Covenants. [GovMVM T hereby represents and warrants that:](#)

(a) Marketing. GovMVMt shall proactively market the Master Agreement to Public Agencies using resources such as a network of sponsors or sponsorships including the Advisory Council which is comprised of procurement professionals from around the country. In addition, the GovMVMt staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. GovMVMt shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), GovMVMt shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. GovMVMt shall also provide Supplier with access to GovMVMt's private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Executive Commitment, Value Commitment, Differentiator Commitment and Sales and Marketing Commitment):

(a) **Executive Commitment**

(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier's senior executive management.

(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.

(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMt concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMt program and linked to GovMVMt's website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the GovMVMt program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.

(b) **Value Commitment**

(i) Supplier represents to GovMVMt that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally GovMVMt and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of GovMVM to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, GovMVM recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

c) Differentiator Commitment. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.

Supplier can accomplish this by highlighting such facts as:

- Lead Public Agency process
- Non-profit structure
- Public Benefit Programs
- Value Commitments
- Advisory Council Oversight
- Dedicated Field Team

Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.

(d) Sales and Marketing Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVM. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVM logo. GovMVM hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVM name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVM name, trademark, or logo shall inure to the benefit of GovMVM. GovMVM shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVM with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVM by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the GovMVM branding and logo standards and guidelines. **Prior to use by Supplier, all GovMVM related marketing material must be submitted to GovMVM for review and approval.**

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and GovMVM program. GovMVM shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated GovMVM internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) GovMVM standard logo;
- (2) Copy of original procurement solicitation.
- (3) Copy of Master Agreement including any amendments.
- (4) Summary of Products and Services pricing.
- (5) Electronic link to GovMVM' online registration page; and
- (6) Other promotional material as requested by GovMVM.
- (7) A dedicated toll-free national hotline for inquiries regarding GovMVM.
- (8) A dedicated email address for general inquiries in the following format: GovMVM@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMТ's online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by GovMVMТ, Supplier shall participate in a performance review meeting with GovMVMТ to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMТ (collectively "Supplier Content") for use on GovMVMТ websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMТ and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMТ websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMТ as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMТ and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMТ's sole discretion.

3.5 Indemnity. Each party hereby agrees to indemnify and defend the other party and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of the indemnifying party's representations, warranties, or covenants in this Agreement.

#### **ARTICLE IV**

##### **PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMТ and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMТ shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMТ's sole cost and expense during regular business hours upon reasonable notice.

GovMVMТ may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## ARTICLE V

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to GovMVMТ a monthly administrative fee based upon the total sales price of all purchases paid pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMТ was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMТ, or its designee or trustee as may be directed in writing by GovMVMТ.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases paid during such calendar month. GovMVMТ agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.



\*Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1<sup>st</sup> – December 31<sup>st</sup> of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMТ an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be

verified by GovMVMТ against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMТ reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to future potential program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. GovMVMТ or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory board members or GovMVMТ staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMТ, GovMVMТ shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMТ's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMТ's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMТ in writing to [reporting@govmvmт.org](mailto:reporting@govmvmт.org).

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, GovMVMТ shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the GovMVMТ intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage their Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to GovMVMТ an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (vi) GovMVMТ Price
- (vii) Number of times ordered
- (viii) [Total Contract Subscription Value or TCV](#)

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMТ's sole discretion. All undisputed Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one percent (1.0%) per month until paid in full.

## **ARTICLE VI**

### **MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMТ, and any assignment without such consent shall be void. Notwithstanding the foregoing, Supplier shall have the right to assign any or all rights and obligations contained herein and the Agreement to such Affiliate or third party without the consent of GOVMVMT in the event of the sale or transfer by Supplier of all or substantially all of its assets related to this Agreement to an Affiliate or to a third party, whether by sale, merger, or change of control, provided Supplier gives written notice to GovMVMТ of such event.

(b) GovMVMТ. This Agreement and any rights or obligations hereunder may be assigned by GovMVMТ in GovMVMТ's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform GovMVMТ's obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. GovMVMТ may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

GovMVMТ: GovMVMТ  
(Insert Address)  
Attn: Program Manager Administration

Supplier: Boostlingo LLC  
98 San Jacinto Blvd, Suite 400  
Austin, TX 78701 USA  
Attn: GovMVMТ Program Manager c/o Legal Department

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.9 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon GovMVM, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

IN WITNESS WHEREOF, GovMVM has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

GovMVM:

GovMVM PURCHASING COOPERATIVE

By

Name:

Title:

Supplier: [Boostingo LLC](#)

By

Name: [Bryan Forrester](#)

Title: [Chief Executive Officer](#)

**EXHIBIT A**

**MASTER AGREEMENT**

This **MASTER AGREEMENT ("Agreement")** is effective as of \_\_\_\_\_ ("Effective Date") by and between Boostlingo, LLC, a Delaware limited liability company, whose principal place of business is 98 San Jacinto Blvd, Suite 400, Austin, TX 78701, and its Affiliates, ("Boostlingo"), and \_\_\_\_\_ ("Customer"), with a principal place of business at \_\_\_\_\_, Customer and Boostlingo may be referred to in this Agreement individually as a "party" or jointly as the "parties." This Agreement governs all purchased Products and Services, as defined below, provided by Boostlingo to Customer.

1. **DEFINITIONS.** For purposes of this Agreement,

**"Affiliate"** means an entity that directly or indirectly through one or more entities, controls, is controlled by, or is under common control with,

the specified entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Authorized Users"** means any of Customer's employees, customers or other third parties to whom the Customer gives access to the Products and Services.

**"Beta Products"** refers to the second phase of software testing in which a sampling of the intended audience samples a product prior to its general release, and in return, Customer provides Boostlingo feedback about the Beta Product. Use of Beta Products by Customer is optional.

**"Boostlingo"** means Boostlingo, LLC and its Affiliates.

**"BoostOnDemand"** means any meeting, call, or conference offered by Boostlingo via its Products including, but not limited to, remote consecutive interpretation, VRI, OPI, and related services and hybrid configurations. For clarity, BoostOnDemand will require access to the BPIN (as defined below).

**"BoostEvents"** means any high-value meeting and conferencing product offered by Boostlingo under the name "VoiceBoxer," "BoostEvents," "Boost SI" or "Boost RSI," including, but not limited to, remote simultaneous interpretation, video remote conferencing, on-site multilingual meetings, and hybrid events in any configuration, offered as BoostEvents a standalone product or in conjunction or integrated with other hardware or software.

**"BoostIMS"** means interpretation management services, namely, requesting, scheduling, interpreter assignment and interpretation delivery, sending alerts and notifications via email and SMS, related reporting, customer and interpreter invoicing, interpreter qualification and compliance management, and integrating with client-specific platform(s), and other related services. BoostIMS includes a white-labeled delivery platform of remote interpreting services (OPI/VRI) to end customers with the ability to route calls to the customer's own interpreting pool or to use the BPIN (as defined below) for remote interpreting services.

**"Confidential Information"** means all information or material disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, which: (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of the Disclosing Party; and (ii) is either (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (b) known by the parties to be considered confidential and proprietary or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Products and Services are deemed Confidential Information of Boostlingo. Confidential Information includes but is not limited to: presentation materials, attendee information, customer lists, employee names, pricing data, supply sources, financial data, marketing materials, production systems, merchandising systems, plans, methods, processes, formulae, compositions, inventions, machines, computer programs, products and research.

**"Documentation"** means Boostlingo's then current generally available documentation, specifications, user manuals, help and training materials, etc. for the Services, as updated from time to time, provided during Customer's onboarding or as Boostlingo may provide upon request.

**"Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**"OPI"** means over-the-phone interpreting.

**"Order Form"** means a purchasing document or other similar document, such as a purchase order or statement of work, specifying the Products to be provided hereunder that is entered into between Boostlingo and Customer, including any addenda and supplements thereto.

**"Privacy Policy"**, Boostlingo's Privacy Policy can be found at <https://boostlingo.com/privacy-policy> or such other URL locations which can be found on Boostlingo's website as Boostlingo may provide from time to time.

**"Product Support"** means any maintenance and support of any Products provided by Boostlingo.

**"Products"** means any Software, Services and/or Web Hosted Services that Boostlingo offers to Customer, including any Documentation. For purposes of this Agreement, BoostOnDemand, BoostEvents and BoostIMS shall be considered Products.

**"Services"** means any professional services, including implementation and installation services, training services, customized enhancements to the Services, consultancy services, or services agreed upon by the parties and set forth in an Order Form or any additional Product Support purchased pursuant to an Order Form. Boostlingo may require Customer to enter into a statement of work ("SOW") detailing the Services to be performed.

**"Service Deliverable"** means the items to be delivered to Customer in connection with any Services Boostlingo performs pursuant to a SOW, such as consulting reports, on-site training, integration work or modifications to the Software.

**"Software"** means the object code version of any software that may be licensed by Customer under this Agreement for installation on

Customer's systems. To the extent Boostlingo delivers any updates or enhancements to Customer as part of Product Support, such updates and enhancements will be deemed included in the definition of "Software."

**"Web Hosted Services"** means an application and/or database product hosted by Boostlingo or its agents and made available for remote access and use by Customer under this Agreement.

**"VRI"** shall mean video-remote-interpreting.

## 2. PRODUCTS.

**2.1 BoostOnDemand/BoostIMS.** In the instance Customer purchases BoostOnDemand or BoostIMS from Boostlingo, Customer agrees and acknowledges that Customer's access to and use of BoostOnDemand or BoostIMS is contingent upon compliance with the terms and conditions set forth below:

**2.1.1 Software License.** Subject to the terms and conditions of this Agreement, Boostlingo hereby grants to Customer, for use with Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable fully paid, royalty-free license to install, use, execute, display, and access the Software. The initial term of the foregoing license will be as set forth in the applicable Order Form. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the Software, or otherwise the Products. All such rights are expressly reserved by Boostlingo.

**2.1.2 Web Hosted Services Access.** Subject to the terms and conditions of this Agreement, Boostlingo hereby grants to Customer, and Customer's Authorized Users, solely for internal business purposes and not for resale or publication, a non-exclusive, non-transferable, right to access and use for its internal business purposes the Web Hosted Services. The initial term of the foregoing access right will be as set forth in the applicable Order Form. Customer shall be solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Web Hosted Services. Boostlingo will use commercially reasonable efforts to make the Web Hosted Services available in accordance with the terms set forth in Exhibit A.

## 2.2 Product Capabilities & Features.

**2.2.1 Boostlingo Professional Interpreter Network.** The Products enables Boostlingo customers to request on-demand interpretation services via Boostlingo's mobile applications, landline phones or Boostlingo's website portal through third party providers ("BPIN"), including independent interpretation service providers under partner agreement with Boostlingo ("BPIN Partners"). Customer acknowledges that interpretations may not be entirely accurate in all cases and that events outside of the control of Boostlingo may result in incomplete or interrupted service. Boostlingo will vet its BPIN Partners in the BPIN to ensure that they meet BPIN Code of Conduct and Compliance and Quality standards. Boostlingo makes no guarantee, representation, or warranty as to the availability of any BPIN Partner nor that any on-demand OPI or VRI call placed via the BPIN for a supported language will be answered. Boostlingo reserves the right to change and update the list of supported languages for both OPI and VRI services at any time. BOOSTLINGO MAKES NO WARRANTIES REGARDING THE RESULTS OBTAINED THROUGH USE OF THE SERVICES, AND BOOSTLINGO SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF ANY INFORMATION PROVIDED OR RESULTS. Notwithstanding the foregoing, Boostlingo customers are not required to use a BPIN Partner and may route interpretation requests to their own interpreter pool (known as "Internal Calls").

**2.2.2 OPI Audio Recording.** The Products are equipped with a recording capability that allows Boostlingo to record OPI and VRI calls placed through the Products ("Recording Feature"). Boostlingo will not enable the Recording Feature, unless Customer requests in writing that it be enabled. Such request can be made at the following link: <https://www.boostlingo.com/call-recording-request-form/> or at another URL provided by Boostlingo from time to time. Additional fees apply when the Recording Feature is enabled. All call recordings will be stored in the Boostlingo Cloud for a retention period not to exceed 90 days. After the retention period, any and all call recording files will be automatically deleted from Boostlingo cloud. For clarity, Boostlingo reserves the right to record OPI and VRI calls for training, quality and assurance purposes. Notwithstanding the foregoing, upon the termination or expiration of this Agreement or any Order Form, Customer may request in writing that Boostlingo delete any recorded calls in its possession or control. Customer may also request that Boostlingo certify its destruction of such recordings.

**2.2.3 Feedback Mechanism.** The Products are equipped with a feedback mechanism that allows Boostlingo to review Customer's use of the Products and communicates activity involving use of the Products back to Boostlingo. Boostlingo reserves the right to use such data to evaluate the Product usage and for any purposes which Boostlingo deems useful or appropriate. For clarity, Boostlingo may also collect and use technical data and related information, including but not limited to technical information about Customer's system, application software and peripherals, that is gathered periodically to facilitate the provision of Products updates, product support and other services (if any) related to the Products.

2.2.4 **Shutdown Mechanism.** The Products are also equipped with a shut-down mechanism by which Boostlingo may shut down Customer's access to or use of the Products. Boostlingo reserves the right to use this shut-down mechanism at any time if Customer or any of its employees or contractors breach this Agreement. Customer or its employees or contractors use the Products in ways not permitted by this Agreement, and/or if Customer fails to pay the applicable subscription fees as specified in the applicable Order Form.

2.3 **BoostEvents.** In the instance Customer purchases BoostEvents from Boostlingo, Customer agrees and acknowledges that Customer's access to and use of VoiceBoxer is contingent upon compliance with the terms and conditions set forth below:

2.3.1 **Scope.** Customer has engaged Boostlingo to provide simultaneous interpretation and related services using its BoostEvents product (the "BoostEvents Services"). The BoostEvents Services shall take place on such date as the Customer shall need such services (each such date, a "Services Date") and at such time chosen by the Customer (the "Services Time") on each Services Date. The duration of the BoostEvents Services for each scheduled Services Date shall be estimated in advance by the Customer (the "Services Duration") but is subject to change at Customer's request.

2.3.2 **Remuneration.** For any BoostEvents Services requested by Customer, Customer shall pay to Boostlingo the sums set forth in Order Form for such Services (together, the "Service Fee"). Note the total final Services Duration for each provision of Services shall be, for purposes of invoicing Customer, rounded up to the next hour. The Services are expected to include presentation interpretation from any one or more source language(s) the Customer may require (the "Source Language") into any one or more target languages the Customer may designate (the "Target Language"). The Service Fee may be increased if the presentation associated with the BoostEvents Services involves Services Duration, Source Language, Target Languages or any other BoostEvents Services detail different from those set out in any Order Form. In the event of cancellation of the BoostEvents Services by the Customer within seven (7) business days of the Services Date, or any other time framed agreed to in the applicable Order Form, Customer shall pay the balance of the Services Fee to Boostlingo immediately upon such cancellation. Notwithstanding the foregoing, in the event Boostlingo interpretation suppliers require special terms (i.e., longer notice period to cancel BoostEvents Services) to avoid any cancellation fees, Boostlingo will advise Customer of such terms.

2.3.3 **Additional Services.** Customer shall have access to the following items: (i) a participant list with analytics and (ii) chat transcripts.

2.3.4 **Recording.** Customer can request services to be recorded. If such recording is requested Customer agrees that he has obtained the necessary permissions to use the voice and other qualities of its presenters and interpreters in such recording. Customer acknowledges that the recording will be stored on Boostlingo servers for up to 1 month after the Services Date, after which the data may be fully deleted.

2.3.5 **Non-Solicitation.** Customer understands that from time-to-time Customer will have direct contact with Boostlingo's subcontractors. Customer hereby agrees that Customer will not (i) solicit web presentation, language, or other services from any Boostlingo subcontractor except by engagement through Boostlingo; (ii) assist another person to solicit services from any Boostlingo subcontractor except by engagement through Boostlingo; or (iii) solicit, interfere with or entice away any current, past, or active potential Customer, Boostlingo employee, supplier, or other person having business relations with Boostlingo, either directly or indirectly, for Customer's personal benefit or the benefit of a third party.

2.3.6 **Post-Services Competition.** Upon the conclusion of any BoostEvents Services, Customer shall not compete with the business of Boostlingo or its successors or assigns, and shall not directly or indirectly, as an owner, officer, director, employee, consultant, client, stockholder or otherwise, engage, own, manage, operate, control or participate in the ownership, management, operation or control of any business engaging in performing services similar to those performed by Boostlingo or a business substantially similar or competitive to the business of Customer. This section shall extend only for a period of two (2) years, commencing with the Services Date.

2.3.7 **ISO 24019.** Customer and Boostlingo are committed to providing the highest quality services in line with international standards and acknowledge that ISO Standard 24019 Simultaneous Interpreting Delivery Platforms — Requirements and Recommendations ("Standard") covers simultaneous interpreting delivery platforms, such as BoostEvents for its spoken and signed language interpretation services. Customer acknowledges that: (i) where Customer is the party that contracts or (ii) Customer is contracted by any of the speakers, signers, and/or interpreters, that Customer is responsible to inform such speakers, signers, and/or interpreters within their control or employ of the requirements set out in the Standard, and to ensure compliance therewith. Customer may access the Standard, as revised from time to time, at the following link: <https://www.iso.org/standard/77590.html>.

2.4 **Beta Product.** Boostlingo may offer Beta Products at no charge. Use of the Beta Products are at the election of Customer and are for

evaluation purposes only. Beta Products are not considered "Services" and do not come with Product Support. Beta Products may be subject to additional terms. Boostlingo reserves the right to discontinue the Beta Products at any time. Use of the Beta Products will automatically terminate at such time as Boostlingo makes such Beta Products generally available. Beta Products may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Products are experimental and have not been fully tested; (ii) Beta Products may not meet Customer's requirements; (iii) the use or operation of any Beta Products may not be uninterrupted or error free; (iv) Customer's use of any Beta Product is for purposes of evaluating and testing the Beta Product and providing feedback to Boostlingo; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Products; and (vi) Customer will hold all information relating to Beta Products and Customer's use of Beta Products, including any performance measurements and other data relating to Beta Products, in strict confidence and shall not disclose such information to any unauthorized third parties. Customer shall promptly report any errors, defects, or other deficiencies in any Beta Product to Boostlingo. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against Boostlingo and its suppliers and licensors arising out of Customer's use of the Beta Products.

### 3. PRODUCT USAGE & RIGHTS.

3.1 Acceptance. Customer is deemed to have committed to a purchase in full for the Products and Services (regardless of any split payment terms) once an Order Form is signed and sent over to Boostlingo for processing or once payment has been tendered either through bank wire, ACH, credit card, or other form of payment.

3.2 Operation of the Products. The implementation and operation of Boostlingo's Products and any deliverables resulting from Services performed, are done so by designated admin(s) employed or contracted by the Customer.

3.3 Professional Services. In the instance Customer purchases Services to be performed by Boostlingo, Customer may be required to sign a SOW detailing the project specifications for the Services. The completion time for any Services to be performed under a SOW, and any milestones, shall be dependent on Boostlingo's receipt of all Customer assets and specifications necessary for the project, in addition to Boostlingo receiving a valid signed SOW for processing, as requested by Boostlingo. The turn-around time will start from the date of delivery of all such assets and specifications, not the date of Boostlingo's receipt of the signed SOW. Customer acknowledges that delays in providing assets or specifications at the request of Boostlingo for such Services may delay the completion of the Services. Boostlingo shall not be faulted for delays caused by Customer's failure to reasonably cooperate. Service hours purchased pursuant to a SOW or Order Form will expire upon the expiration or termination of Customer's subscription term and will not carry over to any subsequent renewal term. Except as supplemented or modified by a SOW, the terms of this Agreement shall apply to such SOW; provided however, in the event of a conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall govern.

### 3.4 Intellectual Property.

3.4.1. Reservation of Rights. This is not a work made-for-hire agreement as defined U.S. or other applicable law. Boostlingo and its licensors own and reserve all right, title, and interest, including Intellectual Property Rights, in the Products, and its Confidential Information, and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, Boostlingo is not granting or assigning to Customer any right, title, or interest, express or implied, in or to Boostlingo's property. Any intellectual property and development work which may be created by Boostlingo, including, without limitation, ideas, know-how, techniques, enhancements or modifications to the Products or Documentation, (collectively the "IP") shall be the property of Boostlingo. Boostlingo retains title and full ownership rights to all such intellectual property under the copyright laws of the United States, Canada, or any other jurisdiction or under any federal, state, or foreign laws. Customer agrees that except as otherwise expressly provided in the Agreement, there shall be no third-party beneficiaries to this Agreement. Excluding Customer's rights granted herein, Customer hereby irrevocably transfers, conveys, and assigns and agrees to transfer convey and assign, exclusively to Boostlingo any rights Customer may have or may hereafter acquire or may propose to have or hereafter acquire in and to any Products, derivatives of the Products, updates or enhancements, and any works created pursuant to this Agreement, including all patent, trademark and copyright in the Products.

3.4.2. Trademarks. All trademarks, services marks, designs, and logos used by Boostlingo in connection with Products are the trademarks or registered trademarks of Boostlingo. All other trademarks and/or service marks are the property of their respective owners. Except as provided herein, neither Customer nor Boostlingo will use the company name, trademarks, or trade names of the other party without their prior written consent.

3.4.4. Copyrights. The Products contain material that is protected by United States copyright law and trade secret law, and by international treaty provisions. Customer shall not remove or alter or permit a third party to remove or alter any proprietary notice of Boostlingo from any copy of the Products.

3.4.5. Publicity and Marketing. Boostlingo shall be permitted to line-list Customer as a customer and use Customer's standard logo for Boostlingo's promotional and marketing efforts until Customer's use of the Products expires or is otherwise terminated.

**3.5 Feedback.** Customer may provide Boostlingo with suggestions, comments or other feedback (collectively, "Feedback") with respect to the Products. Feedback is voluntary. Boostlingo is not obligated to hold it in confidence. Boostlingo may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any such Feedback, Customer grants Boostlingo an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Boostlingo's business, including the enhancement of the Products.

**3.6 Third Party Software.** The Products may utilize or include third party software that is subject to open source and third-party license terms ("Third-Party Software"). Customer acknowledges and agrees that its right to use such Third-Party Software as part of the Products is subject to and governed by the terms and conditions of the open source or third-party license(s) applicable to such Third-Party Software, including without limitation any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third-party licenses, the terms of the open source or third-party licenses shall control only with regard to Customer's use of such Third-Party Software. In no event shall the Software or components thereof be deemed to be "open source" or "publicly available" software.

#### **4. DATA.**

**4.1 Customer Data.** Customer grants Boostlingo a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer into the Products ("Customer Data"): (i) to perform Boostlingo's obligations under this Agreement; (ii) in compliance with the Privacy Policy and (iii) as may be required by law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to Boostlingo for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting Boostlingo any right, title, or interest in the Customer Data. Customer Data shall be deemed Customer Confidential Information.

**4.2 Data Security.** Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. Boostlingo's security safeguards include, means for preventing access, use, modification, and disclosure of Customer Data by unauthorized individuals. Notwithstanding, Customer Data access may be provided: (i) to Boostlingo and other personnel to the extent necessary to provide the Products, Services, and support; (ii) as compelled by law; (iii) as set forth in the Privacy Policy; or (iv) as expressly permitted by Customer.

**4.3 Data Protection.** The collection, use, and disclosure of Customer Data in connection with Customer's use of the Products is subject to the Privacy Policy. By using the Products, Customer, and each Authorized User acknowledges that the Customer Data will be processed in accordance with the Privacy Policy and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent, provided Boostlingo ensures compliance with applicable data protection laws. By using the Products or submitting Customer Data via the Products, Customer expressly consents to such processing. To the extent Customer or an Authorized User provides personal data or other information belonging to a third party, Customer represents and warrants that it has that person's, organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. In the event Customer has entered into a Data Processing Agreement with Boostlingo, such Data Processing Agreement shall govern the data handling practices between the parties and shall supersede the language contained in this Section in the event of a conflict.

**4.3.1 Protected Health Information.** To the extent applicable to the Services provided to Customer, Boostlingo agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91), the HITECH Act provisions of the American Recovery and Reinvestment Act of 2009 (PL 111-5) and regulations enacted by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 – 164 solely as it relates to the performance of Boostlingo's obligations hereunder. Notwithstanding the foregoing, to the extent Boostlingo is a business associate under HIPAA, Boostlingo shall ensure that any agent or subcontractor to whom the receiving party provides PHI received from or created or received by Boostlingo on behalf of Customer agree to the same restrictions and conditions set forth in this Agreement. In that regard, Boostlingo further agrees to comply with the provisions of the Business Associate Agreement executed by the parties in connection with this Agreement. In the event of conflict between the Business Associate Agreement and any provision of this Agreement, the terms of the Business Associate Agreement shall control.

**4.3.2 Payment Card Information and other Sensitive Information.** Boostlingo does not need or request any non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("GLBA") or payment card information covered by the Payment Card Industry Data Security Standards ("PCI DSS") in order to provide its Products. Customer should never disclose, or allow to be disclosed, information protected by PCI DSS or GLBA, or other sensitive information to Boostlingo. Customer acknowledges that Boostlingo does not take steps to ensure its products are GLBA or PCI DSS compliant. All obligations of the above regulations remain solely with the Customer.

#### **5. CUSTOMER OBLIGATIONS.**

**5.1. Connectivity.** Customer shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to,

access or otherwise use the Products, including, without limitation, modems, hardware, software, and long distance or local telephone service. Customer shall be responsible for ensuring that such equipment or ancillary services are compatible with the Products. Notwithstanding the foregoing, Customer is solely responsible for all telecommunication or Internet connections and associated fees required to access and use the Products. Boostlingo is not responsible for (i) Customer's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

**5.2. User Credentials.** Customer shall keep the User credentials (e.g., usernames and passwords) confidential and not disclose any such credentials to any third party. In addition, Customer shall notify Boostlingo immediately upon discovery of the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed. Customer is responsible for any use or misuse of the Customer's Boostlingo account resulting from any third party using a password or username created by Customer or any of its employees or contractors.

**5.3 Access Restriction.** Boostlingo reserves the right to deny to any user, in its sole discretion, access to the Products or any portion thereof without notice. Customer shall be solely responsible for securing access to the Customer Data. Boostlingo shall in no event be liable for any unauthorized access to any data stored using the Products or Boostlingo website.

#### **5.4 Restrictions.**

**5.4.1 License Restrictions.** Customer may not: (i) modify or make derivative works of the Products, the documentation thereof, or any other component that may be included in the Products or provided with the Products, nor rent, lease or otherwise distribute the Products or the documentation thereof, except as expressly permitted in Section 2 of this Agreement; (ii) assign, sublicense, rent or otherwise transfer Customer's access and use rights under this Agreement to the Products without the prior written approval of Boostlingo; (iii) reverse engineer, decompile, or disassemble the Products, directly or indirectly, in whole or in part; except to the extent permitted under applicable law; or (iv) copy the Products.

**5.4.2 Other Restrictions.** Customer may not use the Products to: (i) defame, abuse, harass, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (ii) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, unsolicited e-mail, or multi-level marketing campaigns; (iii) publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; (b) software or other material protected by intellectual property laws, copyright, rights of privacy or publicity, or other proprietary rights, unless Customer owns or controls such rights or have received all necessary consents for Customer's use of such software and other materials; (iv) harvest, collect or aggregate usernames or email addresses for any purpose; (v) restrict or inhibit any other user from using and enjoying its rights with respect to Boostlingo or its website, interfering with or disrupting the Boostlingo website, the Boostlingo service servers or network connected to Boostlingo; or (vi) violate any applicable government laws, rules or regulations.

#### **6. PAYMENT TERMS.**

**6.1 Prices.** Prices will be specified by Boostlingo and will be applicable for the period specified in the Order Form (as applicable). If no period is specified, prices will be applicable for thirty (30) days. While pricing adjustments are not common or expected, prices may be subject to increase in the event of an increase in Boostlingo's costs or other circumstances beyond Boostlingo's reasonable control; and (ii) prices may be subject to increase upon a renewal of an Order Form, or in the event Customer adds-on or upgrades Products during the term of an Order Form. Boostlingo reserves the right to change its prices upon thirty (30) days written notice to Customer. Prices are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature including, for example, value-added; sales; use; or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under any applicable Order Form. If Boostlingo has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Boostlingo will invoice Customer and Customer will pay that amount unless Customer provides Boostlingo with a valid tax exemption certificate authorized by the appropriate taxing authority.

**6.2 Due Date; Late Payments.** Amounts due for Products may be invoiced by Boostlingo monthly or as otherwise expressly provided in the Order Form. Customer agrees to pay the net amount of each invoice without offset or deduction within fifteen (15) days after the date of Boostlingo's invoice (unless otherwise noted on the invoice). Payment for all invoices shall be paid by bank wire transfer, ACH bank transfer or credit card. For clarity, checks are not an acceptable form of payment. If any amount is not paid upon the due date, Boostlingo shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due. Customer shall also pay all Boostlingo's reasonable costs of collection, including but not limited to reasonable attorney's fees.

**6.3 Disputed Payments.** If Customer reasonably disputes any portion of a Boostlingo invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Product(s)) for the disputed amount. All claims must be submitted to Boostlingo in writing within sixty (60) days from the date of the invoice for those Products. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest at

the rate referenced in Section 6.2. Notwithstanding the foregoing, Boostlingo will not exercise its right of suspension in the event Customer provides Boostlingo notice that Customer disputes such charges, in good faith, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

**6.4 Application of Payment.** Any payment received from Customer may be applied by Boostlingo against any obligation owing from Customer to Boostlingo.

**6.5 Billing for OPI Calls.** Customer acknowledges and agrees that OPI calls made through the Products are billed by the number of minutes a call is active. A call is no longer considered "active" when the customer's phone line is disconnected from the call. Customer is responsible for disconnecting the phone line from the call. Boostlingo is not responsible for overbilling to the extent Customer failed to disconnect the call. For avoidance of doubt, Customer should ensure any calls placed through a conferencing line properly disconnects from an OPI call.

**6.6 Reseller Purchases.** In the event Customer acquires Products via a reseller, then all payment-related terms will be set forth in the applicable reseller agreement between such reseller and Customer.

## **7. COMPLIANCE.**

**7.1 Anti-Bribery & Corruption.** Customer will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person, or unlawfully provide anything of value (whether as property, services, or in any other form) to any person, for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.

**7.2 International Trade Compliance.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to various economic sanctions, export control laws, and other restrictive trade measures administered by the U.S. and other applicable governments. Because these laws may have extraterritorial effect, Customer will comply with all such measures, where applicable, including, without limitation: (a) the Export Administration Act of 1979, as amended (50 U.S.C. § 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("ITAR"); (c) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 31 C.F.R. §§ 500, et seq., and the U.S. Department of State; and (d) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Customer understands and acknowledges that it is solely responsible for complying with such laws whenever applicable. Customer further understands and acknowledges that it will not directly or indirectly export, import, sell, disclose, or otherwise transfer any Products to any country or party subject to such restrictions, and that it is solely responsible for obtaining any license(s) to export, re-export, or import the Products that may be required.

**7.3 US Government Restricted Rights.** If Customer is the United States Government or is acquiring the right to access and use the Products on behalf of the United States Government, then the United States Government agrees that: (a) if the right to access and use the Products is acquired by or supplied to the Department of Defense ("DOD"), the Products shall be classified as "Commercial Computer Software" and the government is acquiring only "restricted rights" in the Products and its documentation, as defined in Clause 252.227-7013(c)(1) of the DFARS; (b) for any part of the United States Government other than DOD, the government's rights in the Products or Boostlingo website and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, for NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

## **8. PRODUCT SUPPORT.**

**8.1 In General.** Products are made available with standard Product Support for no additional charge. Product Support is made available in accordance with the terms and conditions set forth in Exhibit A.

**8.2 Exclusions.** Notwithstanding the foregoing, Boostlingo will have no obligation to support: (i) services, hardware, or software provided by anyone other than Boostlingo; (ii) Product issues caused by Customer's negligence, abuse or misapplication; (iii) Customer's use of Products other than as specified in the Documentation; (iv) Customer has not installed and implemented all available maintenance release(s); or (v) Customer has not paid applicable fees under the Agreement or any Order Form when due.

## **9. CONFIDENTIALITY.**

**9.1 Confidentiality.** During the Term of this Agreement, each party may disclose to the other certain Confidential Information to the other party. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is known to the receiving Party prior to receipt hereunder from a source other than one having an obligation of confidentiality to the disclosing Party, (b) becomes lawfully known (independently of disclosure by the disclosing Party) to the receiving Party from a source other than one having an

obligation of confidentiality to the disclosing Party, (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement, or (d) is independently developed by the receiving Party without use of the Confidential Information.

**9.2. Protection of Confidential Information.** Except as expressly provided in this Agreement, the receiving Party will not use or disclose any Confidential Information of the disclosing Party without the disclosing Party's prior written consent, except disclosure to and subsequent uses by the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. The receiving party shall report to the disclosing party any use or disclosure of Confidential Information not provided for by this Agreement of which the receiving party becomes aware. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**9.3. Return or Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party, and the receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts or extracts thereof in their possession upon the disclosing Party's written request. The receiving Party shall have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that was made in accordance with such Party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by a Party for record-keeping, archival, or governance purposes in compliance with such Party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the disclosing Party's option, the receiving Party will provide written certification of its compliance with this Section.

## **10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**10.1. Representations.** Each party represents that (i) it has validly entered into this Agreement and has the legal power to do so; and (ii) it will comply with the laws, rules, and regulations applicable to its business and obligations under this Agreement.

**10.2. Boostlingo Warranties.** Boostlingo warrants that the purchased Products will perform materially in accordance with the applicable Documentation and that the Services will be provided in a professional, workmanlike manner consistent with this Agreement. For any breach of an above warranty, Customer's exclusive remedies are those described in Sections 13.3 (Termination). Boostlingo's warranties shall not be effective and Boostlingo shall have no obligation or liability to Customer if (i) the Products are not substantially used in accordance with the Documentation or any applicable Order Form; (ii) the Products have been altered, modified or revised by Customer or any other entity engaged by Customer without Boostlingo's written approval; or (iii) the Products are inoperable for any other cause within Customer's control. Boostlingo does not warrant or support third party software or services, except as expressly specified in a warranty stated in an Order Form.

**10.3. Disclaimers.** EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION, THE PRODUCTS, INCLUDING BETA PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND BOOSTLINGO HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PRODUCTS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO AFFILIATE, CONTRACTOR, EMPLOYEE, AGENT, RESELLER, DEALER OR DISTRIBUTOR OR REPRESENTATIVE OF BOOSTLINGO IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES. NO AFFILIATE, CONTRACTOR, EMPLOYEE, AGENT, RESELLER, DEALER OR DISTRIBUTOR OR REPRESENTATIVE OF BOOSTLINGO IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES. BOOSTLINGO DOES NOT PROVIDE LEGAL OR SECURITY ADVICE.

## **11. MUTUAL INDEMNIFICATION.**

**11.1. Boostlingo Indemnity Obligations.** Boostlingo will indemnify, defend, and hold harmless Customer from and against all losses, damages, costs or expenses (including settlement costs and reasonable attorneys' fees) arising out of a claim by a third party against Customer alleging: (i) Boostlingo's gross negligence or willful misconduct; or (ii) Customer's authorized use of the Products infringes or misappropriates any copyright, trade secret, issued patent or registered trademark of the third party, provided that Boostlingo will have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Boostlingo to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim;

and (iii) all reasonable necessary cooperation of Customer at Boostlingo's expense. The foregoing indemnification obligation of Boostlingo will not apply: (1) if the Product is combined with other non-Boostlingo products, services or processes not authorized by Boostlingo, but solely to the extent the alleged infringement would not have arisen absent such combination; (2) to any modifications of the Products, other than any made by Boostlingo; (3) to any unauthorized use of the Products; (4) to any action arising as a result of Customer content or (5) if Customer settles or makes any admissions with respect to a claim without Boostlingo's prior written consent. Any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and Customer may join in the defense with its own counsel at its own expense. THIS SECTION 11.1 SETS FORTH BOOSTLINGO'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**11.2 Customer Indemnity Obligations.** Customer agrees to defend, indemnify and hold harmless Boostlingo, and its employees, officers, contractors, investors, directors, agents, representatives, licensors, licensees and affiliates from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from (a) Customer's use of the Products in breach of the Agreement; (b) Boostlingo's authorized use of the Customer Data; (c) Customer's violation of any warranty, representation or covenant under this Agreement; (d) Customer's violation of any third party rights, including, without limitation, infringement of any copyright, trademark or patent right, violation of any other proprietary right and invasion of any privacy or publicity rights, and (e) Customer's use or misuse of Customer's Boostlingo account by Customer or any third party using Customer's password(s) and/or user name(s). These obligations will survive any termination of this Agreement or Customer's relationship with Boostlingo.

## **12. LIMITATION OF LIABILITY.**

**12.1 Limitation of Liability.** NEITHER PARTY'S LIABILITY RELATED TO THIS AGREEMENT, INCLUDING ANY DOCUMENTS AND ORDER FORMS EXECUTED IN CONNECTION HERewith WILL, IN THE CASE OF BOOSTIMS OR BOOSTONDEMAND, EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY, OR, IN THE CASE OF BOOSTEVENTS, THE SERVICE FEE ASSOCIATED WITH THE EVENT GIVING RISE TO THE LIABILITY. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**12.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY BUSINESS INTERRUPTION, LOSS OF DATA, LOST PROFITS, LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.3 Exclusions.** Notwithstanding the foregoing, the above limitations will not apply to claims arising from breaches of a party's confidentiality obligations, a party's fraud or willful misconduct, or breaches of Sections 3.2 (Customer Responsibilities), 3 (Product Usage & Rights), or 11 (Mutual Indemnification).

## **13. TERM AND TERMINATION.**

**13.1 Term.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until all Order Forms terms have expired or otherwise have been terminated ("Term").

**13.2 Suspension.** In the event Boostlingo, in good faith believes or otherwise becomes aware of an Authorized User's violation of this Agreement, then Boostlingo may specifically request that Customer suspend such Authorized User's access to and use of the Products. In the event Customer fails to suspend such non-compliant user, Customer hereby authorizes Boostlingo to suspend such User. The duration of such suspension is at the sole determination of Boostlingo and shall continue until such time as Boostlingo determines that the applicable user has cured the breach resulting in such suspension. Boostlingo may also suspend access and use of the Products with respect to any individual User or the Customer account to: (i) to prevent damages to, or degradation of, the Products or Boostlingo's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect Boostlingo from potential legal liability. Any such suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the cause of the suspension

### **13.3 Termination.**

**13.3.1** If Boostlingo believes in good faith that Customer's ability to make payments may be impaired, or if Customer fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from Boostlingo of such failure, Boostlingo may, in its sole discretion, either: (i) suspend delivery or performance of any Order Form, or any remaining balance thereof, until such payment is made; or (ii) terminate any Purchase Order, or any remaining balance thereof. In either event, Customer shall remain liable to pay for any Products already received, and any Services already performed. Notwithstanding the foregoing, Boostlingo may terminate this Agreement and any applicable Order Form immediately, without notice, in the event Customer: (i) fails to comply with any of the terms and conditions set forth in this Agreement; (ii) ceases doing business; (iii) does not make any payments due for undisputed invoices within forty-five (45) days of the applicable due date, or (iv) ceases using the Products and notifies Boostlingo thereof. Boostlingo is not obligated to refund any part of the fees prepaid by Customer.

**13.3.2 Termination for Cause.** A party may terminate this Agreement and all Order Forms issued hereunder for material breach of the terms of this Agreement or such Order Forms either (i) upon thirty (30) days' written notice to the other party of (including the specifics of the other party's material breach) if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and if involuntarily filed against such party such petition or other proceeding is not withdrawn or discharged within sixty (60) days after notice thereof from the other party.

**13.3 Effects of Termination.**

**13.3.1** Upon any termination, Customer's right to use and access the Products and Services shall immediately cease. Customer must return or destroy all copies (original and duplicates) of such Products and Services, in accordance with this Agreement. Upon request by Boostlingo, Customer must provide to Boostlingo a certification of destruction.

**13.3.2.** During the applicable Quote term, Customer shall have the ability to download a copy of its Customer Data contained in the Products in the form and format as such Customer Data exists in the Products. Within thirty (30) days of the termination or expiration of any applicable Order Form, Customer may request a copy of its Customer Data. Upon termination of this Agreement or applicable Quote term, Boostlingo shall have the right to delete or destroy all Customer Data in its, or its agents' possession. Notwithstanding the foregoing, Boostlingo shall be permitted to retain copies of data contained in an archived computer system backup that was made in accordance with such its security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by Boostlingo for record-keeping, archival, or governance purposes in compliance with Boostlingo's document retention policies. Any such retained data shall remain subject to the terms and conditions of this Agreement for so long as it is retained.

**14. MISCELLANEOUS PROVISIONS.**

**14.1 Independent Contractor.** Boostlingo, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint venturer, or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.

**14.2 Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage or dispute, governmental act or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, telecommunications interruption provided that the delayed party: (i) gives the other party notice of such cause without undue delay; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**14.3 Entire Agreement; Construction; Modifications.** This Agreement, including any and all Order Forms, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. The parties further agree that there are no other inducements, warranties, representations, or agreements regarding the matters herein between the parties except as expressly set in this Agreement. In the event of any conflict between the body of this Agreement and any Order Form, the body of this Agreement shall control, unless otherwise expressly stated in a signed writing by authorized representatives the parties. In the event that the Customer, or its Users, are presented with Boostlingo click-wrap, the contents of this Agreement shall supersede any conflicting terms. As used herein, the term "including" shall mean "including, without limitation"; the term "includes" as used herein shall mean "includes, without limitation"; and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. This Agreement may not be modified, amended, or altered in any manner except by a written agreement signed by authorized representatives of the parties, and any attempt at oral modification shall be void and of no effect.

**14.4 Governing Law; Jurisdiction.** The following provisions include the law that will apply in the event of any dispute or lawsuit arising out of or in connection with this Agreement and the courts that have jurisdiction over any such dispute or lawsuit. The accompanying terms depend on where the Customer is domiciled in accordance with the following table. All proceedings are to be conducted in English.

<b><u>If the Contracting Entity is:</u></b>	<b><u>Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:</u></b>	<b><u>Courts with exclusive jurisdiction are:</u></b>	<b><u>Additional terms included are:</u></b>

<u>Boostlingo LLC</u>	<u>Delaware</u>	<u>Delaware</u>	<u>Notwithstanding the foregoing, the parties will have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information or intellectual property rights. No Federal Acquisition Regulations will be construed to apply to Boostlingo without Boostlingo's written agreement thereto. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. THE PARTIES HERETO WILL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.</u>
<u>VoiceBoxer ApS</u>	<u>Denmark</u>	<u>Denmark</u>	
<u>Schedule Intelligence Limited</u>	<u>Ireland</u>	<u>Ireland</u>	<u>The UN Convention on Contracts for the International Sale of Goods (UNCITRAL) will not apply.</u>

14.5 **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (i) is not a direct competitor of the non-assigning party; and (ii) is capable of fully performing the obligations of the assignor under this Agreement; and (iii) agrees to be bound by the terms and conditions of this Agreement.

14.6 **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

14.7 **Purchase Order.** BOOSTLINGO SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

14.8 **Survivability.** All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, and payment, and any other provisions which must survive to give effect to their meaning, shall survive the termination of this Agreement.

14.9 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be

deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.10 Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid. All notices shall be addressed to the parties at the addresses specified on the Order Form or at such other addresses as either party may in the future specify in writing to the other.

14.11 Headings; Counterparts; Electronic Signatures. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BOOSTLINGO, LLC True & Correct Legal Name of Customer

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





**EXHIBIT A –  
Service Level Agreement**

This Service Level Agreement ("SLA") is for the provisioning of services required to support and sustain the Products under the Agreement to which this SLA is attached.

**Term**

This SLA is valid for the subscription term specified in the applicable Order Form. Termination of the Agreement and/or an Order Form will result in termination of this SLA.

**Availability & Uptime**

Boostlingo agrees to: (i) make the Products available to Customer pursuant to the Agreement and the applicable Order Form; (ii) provide support for the Products to Customer at no additional charge; and (iii) use commercially reasonable efforts to make the online Products available 99.5% of the time to be measured monthly, excluding any planned downtime, maintenance windows, or any unavailability caused by circumstances beyond Boostlingo's reasonable control, such as a force majeure event in accordance with the Agreement. If Customer would like to receive status updates on the availability of Boostlingo's Products, Customer may subscribe to receive updates at <https://status.boostlingo.com/>, Or SUCH other URL as Boostlingo may provide from time to time.

**Onboarding & Training**

Boostlingo will assist the Customer's admin with onboarding and training on how to use the Products, as applicable.

**Customer Requirements**

Customer responsibilities and/or requirements in support of this SLA include: (i) customer's compliance with the Agreement and the applicable Order Form; (ii) reasonable availability of Customer's admin and/or technical representative(s) when resolving a service-related incident or request; (iii) access to Customer's personnel, hardware, and any additional systems involved in discovering the problem, as needed; and (iv) providing proper notice of Boostlingo's non-compliance with any Product or Service warranty in accordance with the Agreement and sufficiently detail the non-compliance in a manner that allows Boostlingo to properly assist with the remediation. Boostlingo will not be responsible for delays in remediation caused by Customer's failure to respond to requests by Boostlingo. Customer understands that Boostlingo's Products and Services are non-mission critical to Customer's business.

**Support Hours**

**BoostOnDemand**

- BoostOnDemand's technical support is available via email ([support@boostlingo.com](mailto: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's email coverage hours are weekdays (excluding holidays) from 9:00 AM to 7:00 PM EST and its phone coverage hours are weekdays (excluding holidays) from 10:00 AM to 6:00PM EST.

**BoostIMS**

- BoostIMS' technical support may be reached via email ([support@interpreterintelligence.com](mailto:support@interpreterintelligence.com)) or via phone at 844-246-8468, and shall be available during the hours of 9:00AM to 5:00PM PST on weekdays (excluding holidays).

**BoostEvents**

- BoostEvents' technical support may be reached via email ([support@voiceboxer.com](mailto:support@voiceboxer.com)) or in-event technical support messaging, and shall be available during the hours of 9:00AM to 12:00AM CET on weekdays (excluding holidays), and upon prior request outside normal hours of availability or on holidays.

**Initial Response Times**

In support of services outlined in this SLA, Boostlingo will initially respond to service-related incidents and/or requests

submitted by Customer within the following time frames:

- [Within 120 minutes for issues classified as High Priority.](#)
- [Within 24 business hours for issues classified as Medium Priority.](#)
- [Within 36 business hours for issues classified as Low Priority.](#)

**"High Priority"**: [Complete failure of platform or the complete unavailability of core functionality such as OPI & VRI.](#)

**"Medium Priority"**: [Impacted operations, core operations such as user and admin login operational but functionality impaired or requiring workarounds to achieve documented operation.](#)

**"Low Priority"**: [Inconvenience due to operations not performing as defined or at a significantly degraded speed](#)

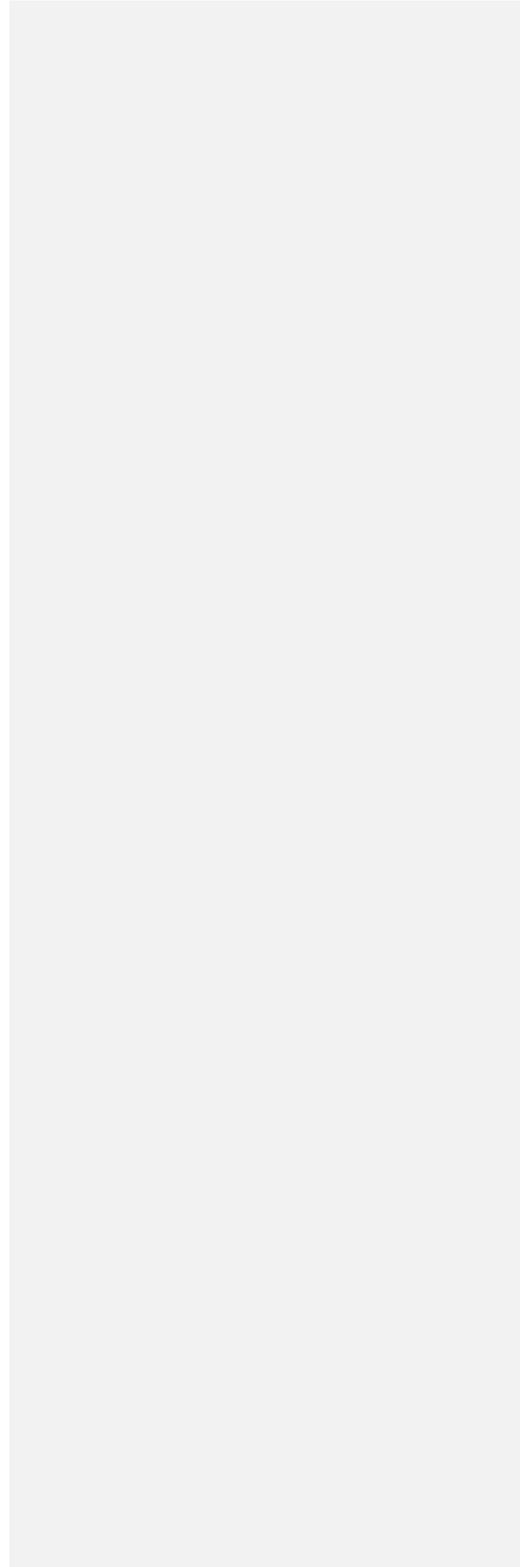
#### **Partners**

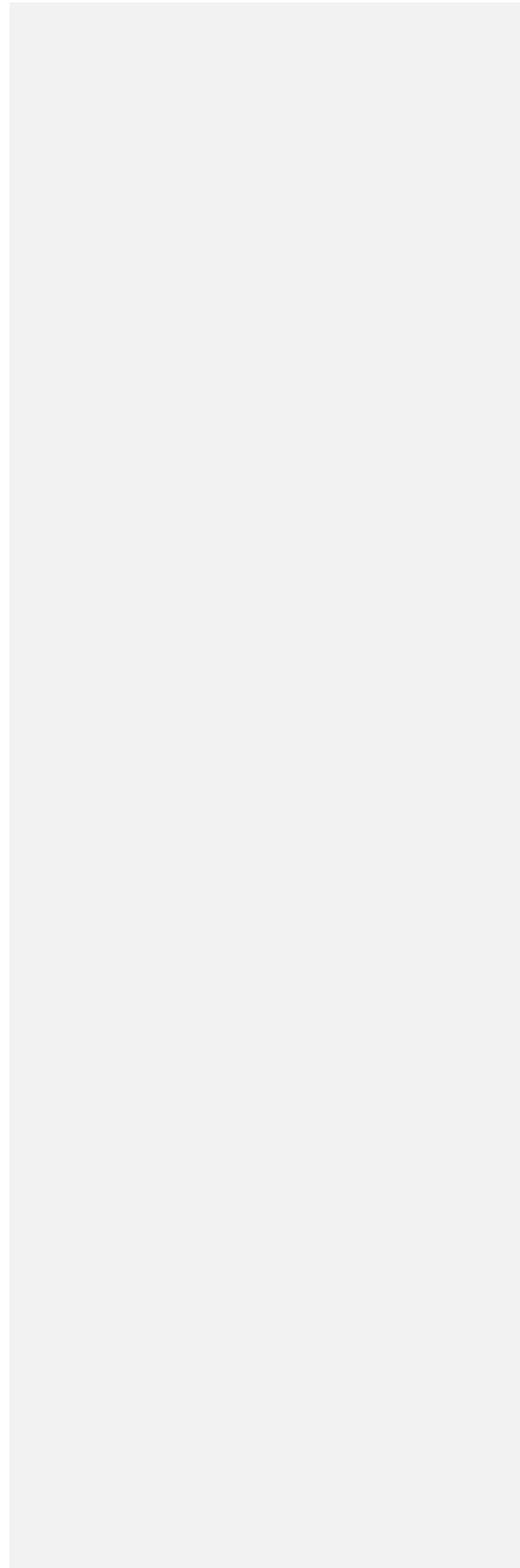
[In the event Customer purchases through a Boostlingo authorized reseller or managed service provider, such reseller or managed service provider may have their own SLA associated with the purchase. Customer acknowledges that Boostlingo is not responsible nor is Boostlingo liable for ensuring compliance with such reseller or language service provider SLA.](#)



EXHIBIT B

SALES REPORT FORMAT







## **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.govmvt.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.

**beastlingo**

**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.*

    NL     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.*

    NL     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.*

    NL     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.*

NL 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.*

NL 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.*

    NL     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.*

    NL     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.

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

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

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

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

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

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.

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

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.

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

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;

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

- 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

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

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,

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

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.

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

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

**EXHIBIT G**  
**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)**  
**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,

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

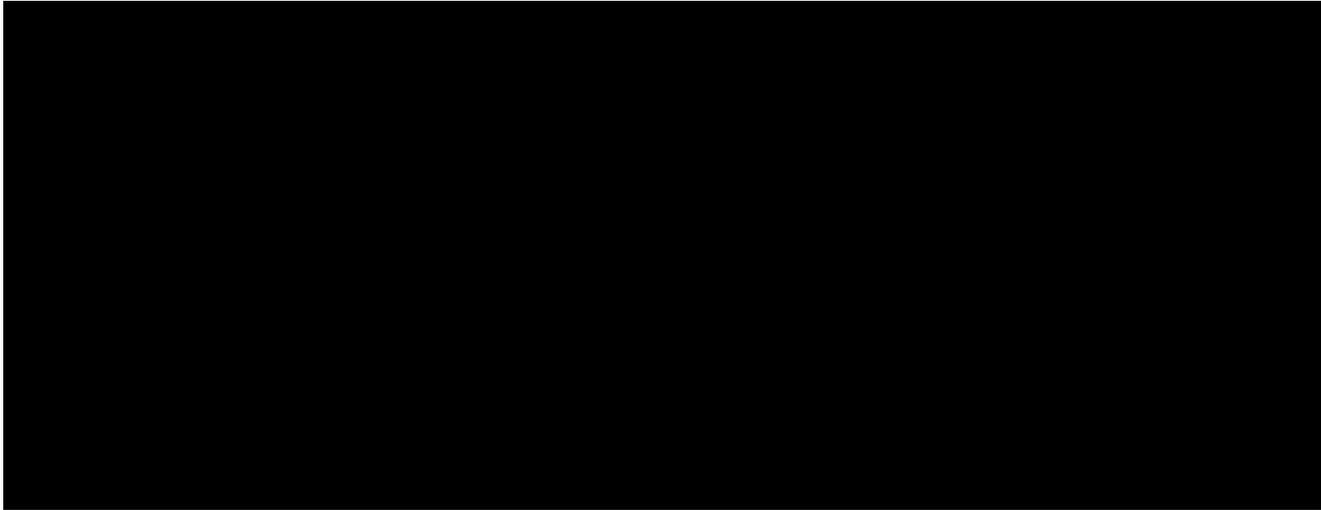
sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of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





## **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 <b>Sole Proprietor</b> ; and therefore, no disclosure is necessary.<br><small>A sole proprietor is a person who owns an unincorporated business by him/herself.<br/>A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. The Company is a <b>Corporation, Partnership, or Limited Liability Company</b> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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? | <input type="checkbox"/> | <input type="checkbox"/> |

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

**EXHIBIT H  
ATTACHMENT 1**

<b>Name</b>	<b>Address</b>	<b>Interest</b>

*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:**

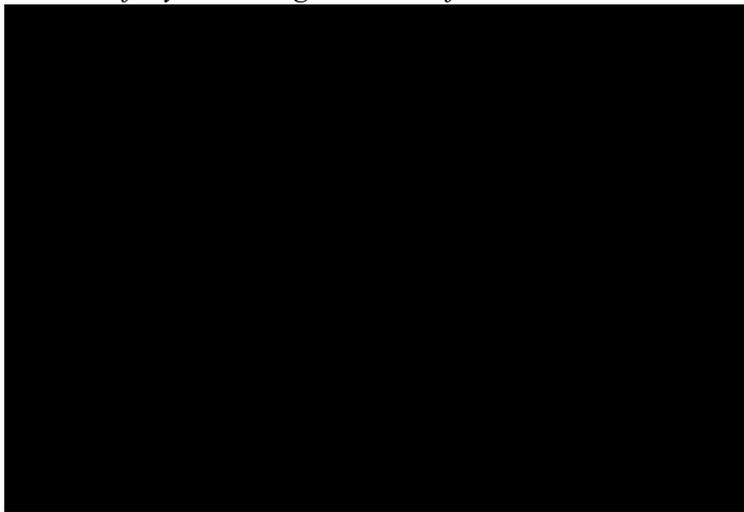
The Supplier shall submit with its proposal, ONE of the following three documents:

- (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.*



**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**.

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*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](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](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**

**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 Clerk

Sheriff

{County Executive}

Surrogate

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: