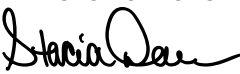




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CS260027010	CONTRACT TITLE Statewide Remote Interpreting and Translating Services (NASPO) CONTRACT PERIOD July 5, 2026 through July 28, 2027
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID/MOVERS SUPPLIER ID NUMBER MB00222024 / 1025857
CONTRACTOR NAME AND ADDRESS Prisma International, Inc. 1128 Harmon Place, Suite 310 Minneapolis, MN 55403	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various Agency Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CS260027010 between the State of Missouri and Prisma International, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified in section 4.1 of the attached Cooperative Contract Procurement document with the exception of Artificial Intelligence (AI).	
BUYER Matthew Hoelscher	BUYER CONTACT INFORMATION Email: matthew.hoelscher@oa.mo.gov Phone: (573) 751-2056 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 06/26/2026
DIRECTOR OF PURCHASING  Stacia L. Dawson	

Participating Addendum for
REMOTE INTERPRETING AND TRANSLATING SERVICES
Between State of Missouri and
Piedmont Global, LLC



- XI. **INFORMATION TECHNOLOGY STANDARDS.** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 12101, et seq.
- XII. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
 - b. State of Missouri Contract CS260027009, including Attachments 1 through 4
 - c. Participating Addendum
- XIII. **NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|---|--|
| For Contractor: | For Participating Entity: |
| Brooke Smith
bsmith@pgls.com
703-691-6180 ext. 727 | Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
573-751-2056 |
- XIV. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Brooke Smith
Signature

Brooke Smith
Printed Name

Sr. Director of Public Sector Sales & Proposals
Title

May 14, 2026
Date

PARTICIPATING ENTITY:

Stacia Dawson
Signature

Stacia Dawson
Printed Name

Director
Title

June 25, 2026
Date

**BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☒

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: 05 / 13 / 2026 (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Prisma International, Inc.
Charter Number	Registration with Sec of State in Process: May 14 2026
Proof of Good Standing Status Included	Yes ☐ No ☒
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: 05/14/2026 (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐

(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Prisma International, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

James V. Romano

Authorized Business Entity Representative's
Name (Please Print)

James V. Romano

Authorized Business Entity
Representative's Signature

Prisma International, Inc.

Business Entity Name

May 14 2026

Date

jromano@prisma.com

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☒- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND**
- ☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;
- AND**
- ☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now James V. Romano (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm Prisma International, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Prisma International, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

James V. Romano
Authorized Representative's Signature

CEO

Title

jromano@prisma.com

E-Mail Address

James V. Romano

Printed Name

May 14, 2026

Date

1553112

E-Verify Company ID Number

Subscribed and sworn to before me this 14th of May, 2026. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Burlington, State of
(NAME OF COUNTY)

New Jersey, and my commission expires on

(NAME OF STATE)

no expiration date (NJ Attorney-at-law)

(DATE)

Signature of Notary

David Jacobs, Esq.
NJ Attorney at Law ID# 025871996

Date

May 14, 2026

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that **Prisma International, Inc.** (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

James V. Romano

Authorized Representative's Name (Please Print)



Authorized Representative's Signature

Prisma International, Inc.

Company Name

May 14, 2026

Date

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT F,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☒
Identify the name of the vendor that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details:			
(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor. • EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____			
(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____			
(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state. • EXPLAIN HOW: _____			
(d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ____%			

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	Type text here NA
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	NA %

**BUSINESS COMPLIANCE EXHIBIT H,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Prisma International, Inc.	Vendor's Unique Identity ID Number: FEIN: [REDACTED]
Parent Organization's Name: NA	Parent Organizations Unique Identity ID Number: NA

My Company Account



Modernize the employment eligibility verification process today!

[Learn More](#)

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My Company Profile

Company Information

Company Name

Prisma International, Inc.

Company ID

1553112

Employer Identification Number (EIN)

[REDACTED]

DUNS Number

839294634

NAICS Code

541

Subsector

Professional, Scientific, and Technical Services

Doing Business As (DBA) Name

Enrollment Date

Jun 08, 2020

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Professional, Scientific, and Technical Services



Company ID Number: 1553112



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Prisma International, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1553112

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1553112

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Prisma International, Inc.	
Name (Please Type or Print) Richard L Farrell	Title
Signature Electronically Signed	Date 06/09/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/09/2020



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Prisma International, Inc.
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	██████
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MN	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Virginia C Robinson
Phone Number 6123493100
Fax 6123370607
Email vrobinson@prisma.com

Name Richard L Farrell
Phone Number 2128101366
Fax 8888535822
Email rfarrell@prisma.com



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This list represents the first 20 Program Administrators listed for this company.

State of Missouri
Office of Administration, Division of Purchasing



Cooperative Contract (COOP) for Statewide – Remote Interpreting and Translating Services (NASPO)

COOP CONTRACT NUMBER NO.:	CS260027010
COOP CONTRACT ISSUED ON BEHALF OF:	State of Missouri Various Agency Locations
CONTRACTOR NAME AND ADDRESS:	Prisma International, Inc. 1128 Harmon Place, Suite 310 Minneapolis, MN 55403
ISSUE DATE:	
CONTRACT PERIOD:	July 5, 2026 through July 28, 2027
REQUISITION NO.:	N/A

REQUESTED RESPONSE DATE:

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:

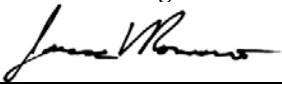
BUYER: Matthew Hoelscher
PHONE NO.: (573) 751-2056
EMAIL: matthew.hoelscher@oa.mo.gov

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various Agency Locations

Vendor's Organization Name:	Prisma International, Inc.		
MissouriBUYS Supplier Number:	1025857		
Point of Contact:	James V. Romano		
Phone Number:	+1(612)423-0700	Email Address:	jromano@prisma.com
Mailing Address:	1128 Harmon Place, Suite 310		
City/State/Zip:	Minneapolis, MN 55403		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 10/11/1991 MM/DD/YYYY		

The Contractor hereby agrees to provide the services and/or supplies described in the attached NASPO ValuePoint Contract #40-00000-24-00076AL for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

Authorized Signature 	Date May 6, 2026
Printed Name James V. Romano	Title Chief Executive Officer

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to **IMMEDIATELY** begin securing these verifications.
3. The vendor must achieve "**Approved**" registration status in MissouriBUYS (WebProcure/Proactis) and "**Spend Authorized**" registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.

Cooperative Contract Organization:

COOP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
COOP Vendor Response Exhibits	Exhibit A	Response Submittal Checklist
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit B	State of Missouri Tax Compliance
	Exhibit C	Registration of Business Name with the Missouri Secretary of State
	Exhibit D	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit E	Anti-Discrimination Against Israel Act Certification
	Exhibit F	Services Outside the United States
	Exhibit G	Employee/Conflict of Interest
	Exhibit H	Federal Funding Unique Identity ID
COOP Attachments	Attachments (Separate Documents) (Do not return these documents with response)	
	Attachment 1	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 2	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report
	Attachment 3	Business Associate Agreement
	Attachment 4	Federal Funds Requirements

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of remote interpreting and translating services as set forth herein for State of Missouri (hereinafter referred to as “state agency”) in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

- 1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

- 1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

- 1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.4.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Amendment** means a written, official modification to a contract.
 - c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Buyer** means the procurement staff member of Purchasing.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
 - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
 - h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
 - i. **May** means that a certain feature, component, or action is permissible, but not required.
 - j. **Must** means that a certain feature, component, or action is a mandatory condition.
 - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.

- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Supplier** has the same meaning as the word, vendor.
- r. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION

2. SCOPE OF WORK SECTION

2.1 General Requirement:

- 2.1.1 The contractor shall perform remote interpreting and translating services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the NASPO ValuePoint such as background information, statistical/factual information, etc.

2.2 Not Applicable Provisions:

- 2.2.1 The contractor shall understand and agree the following provisions are not applicable and are hereby removed from the contract/hereby modified as follows:
- a. Artificial Intelligence (AI) services

2.3 Cooperative Procurement Program:

- 2.3.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.4 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.4.3 Payments shall be made using one of the following acceptable payment methods:
- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- b. Fax: (573) 526-9815
- c. Email: ereports@oa.mo.gov

2.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 Missouri Statewide Contract Quarterly Usage Report:

- 2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage

Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.7.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.7.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity's contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency, unless the governmental entity's contract this cooperative contract is established allows for payment in advance.

- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address that is provided by the state agency:
- b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
- c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.
- d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- f. The contractor shall include the following certification statement on any invoice submitted to the Department of Health and Senior Services:
 - 1) "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

2.7.3 Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

- c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

3.5 Authorized Personnel/E-Verify:

- 3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.
- 3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>

3.6 Business Associate Provisions:

- 3.6.1 Some of the state agencies and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate provisions are contained in **Attachment 3**. The final form and content of any required business associate agreement shall be mutually agreed upon by the state and the contractor after award.

3.7 Business Registration:

- 3.7.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.8 Data Breach:

- 3.8.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.9 Elected or Appointed Officials and Employees:

- 3.9.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.10 Indemnification:

- 3.10.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.11 Legal Proceedings:

- 3.11.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.11.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.11.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.12 Federal Funds Requirements:

- 3.12.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 4** or other requirements identified by the federal government.

3.13 Invoicing and Payment:

- 3.13.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.14 Non-Appropriation of Funds:

- 3.14.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).
- 3.14.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

3.15 Work Outside the United States:

- 3.15.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.16 Open Records:

- 3.16.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

3.17 Prison Rape Elimination Act (PREA) Requirements:

- 3.17.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.17.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.17.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

- 3.17.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.17.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.17.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.17.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.18 Record Access:

- 3.18.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.19 Taxes:

- 3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

- 4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:
- a. The Division of Purchasing's acceptance of the response by "notice of award";
 - b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Prisma International, Inc.;
 - c. The attached Participating Addendum between the State of Missouri and Prisma International, Inc.;
 - d. The attached contract #40-00000-24-00076AL signed by the NASPO ValuePoint, as amended by contract amendment(s); and
 - e. The attached solicitation number 40-00000-24-0076 issued by the NASPO ValuePoint.
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 The contractor shall agree to furnish the services specified in the contract, at the prices quoted therein.
- 4.1.4 State agency may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

- 4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

- 4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

4.4 Criminal Justice Information Systems (CJIS) Security Awareness (For Department of Corrections Only):

- 4.4.1 Criminal Justice Information is any information collected by the Federal Bureau of Investigation (FBI), Missouri State Highway Patrol (MSHP), and other criminal justice entities and includes personally identifiable information. It includes all information viewed directly from state and federal systems and also data obtained from those sources.
- a. The contractor shall understand and agree all Criminal Justice Information is sensitive information and is privileged.
 - b. If the contractor acquires any Criminal Justice Information by virtue of the performance of the contract, regardless of the method of acquisition, the contractor shall not use or disseminate the information in any form.
 - c. The contractor must not, at any time, directly or indirectly, disclose any Criminal Justice Information learned during the performance of the contract prosecution.

- d. Unauthorized access, use, or dissemination of Criminal Justice Information System (CJIS) data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the state agency.
- e. Misuse of official information is a Class A Misdemeanor. RSMO, section 576.050.2 states, “A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job”.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Preparation of Response:

- 5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**
- 5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 Compliance with Requirements, Terms and Conditions:

- 5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
- a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 Confidentiality and Proprietary Materials:

- 5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- 5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**
- 5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:
- a. Vendor's entire response;
 - b. Vendor's pricing;
 - c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.4 Foreign Vendor:

- 5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuy.mo.gov>) website.
- When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
 - A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuy.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Business Compliance Requirements:

- 5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
 - Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

- e. **Business Compliance Exhibit F, Services Outside the United States** - If any services offered under this cooperative contract are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.
- f. **Business Compliance Exhibit G, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.
- g. **Business Compliance Exhibit H, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit H, Federal Funding Unique Identity ID**.
- h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- i. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 Award:

- 5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.
- 5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.
- 5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☒
2.	Complete Business Compliance Exhibit B, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☐
3.	Complete Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.	☐
4.	Complete and sign Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☐
5.	Complete and sign Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.	☐
6.	Complete Business Compliance Exhibit F, Services Outside the United States.	☐
7.	Complete Business Compliance Exhibit G, Employee/Conflict of Interest.	☐
8.	Complete Business Compliance Exhibit H, Federal Funding Unique Identity ID.	☐
9.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	☐

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance **Exhibit B**, State of Missouri Tax Compliance
- Business Compliance **Exhibit C**, Registration of Business Name with the Missouri Secretary of State
- Business Compliance **Exhibit D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance **Exhibit E**, Anti-Discrimination Against Israel Act Certification
- Business Compliance **Exhibit F**, Services Outside the United States
- Business Compliance **Exhibit G**, Employee/Conflict of Interest
- Business Compliance **Exhibit H**, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

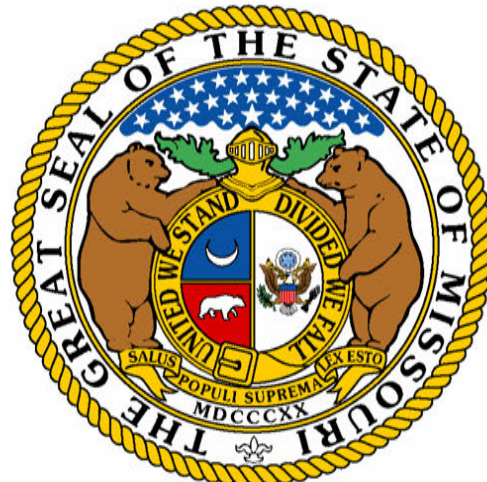
I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

PRISMA INTERNATIONAL, INC.
F001436474

a MINNESOTA entity was created under the laws of this State on the 15th day of May, 2026, and is in Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 15th day of May, 2026.

Denny Hoskins
Secretary of State



Certification Number: CERT-05152026-0061

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, and contractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete Box A if you are a non-business entity as defined above)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐- I am a self-employed individual with no employees; **OR**
☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this cooperative contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☐- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ☐- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date _____

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

BUSINESS COMPLIANCE EXHIBIT E, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |
| BOX D: | To be completed by a vendor that meets the definition of a “ <u>Public Entity</u> ”. |

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT F,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☐
Identify the name of the vendor that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor. • EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state. • EXPLAIN HOW: _____ (d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: %			

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT H,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name:	Vendor's Unique Identity ID Number:
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☒
2.	Complete Business Compliance Exhibit B, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	requested
3.	Complete Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.	requested
4.	Complete and sign Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☒
5.	Complete and sign Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.	☒
6.	Complete Business Compliance Exhibit F, Services Outside the United States.	☒
7.	Complete Business Compliance Exhibit G, Employee/Conflict of Interest.	☒
8.	Complete Business Compliance Exhibit H, Federal Funding Unique Identity ID.	☒
9.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	NA

**BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☒

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: 05 / 13 / 2026 (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Prisma International, Inc.
Charter Number	Registration with Sec of State in Process: May 14 2026
Proof of Good Standing Status Included	Yes ☐ No ☒
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: 05/14/2026 (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐

(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Prisma International, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

James V. Romano

Authorized Business Entity Representative's
Name (Please Print)

James V. Romano

Authorized Business Entity
Representative's Signature

Prisma International, Inc.

Business Entity Name

May 14 2026

Date

jromano@prisma.com

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☒- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND**
- ☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;
- AND**
- ☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED****AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now James V. Romano (Name of Business Entity Authorized Representative) as
CEO (Position/Title) first being duly sworn on my oath, affirm Prisma International, Inc.
(Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization
program with respect to employees hired after enrollment in the program who are proposed to work in connection
with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in
accordance with subsection 2 of section 285.530, RSMo. I also affirm that Prisma International, Inc. (Business
Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the
contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false
statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

James V. Romano
Authorized Representative's Signature

James V. Romano
Printed Name

CEO

Title

Date

jromano@prisma.com
E-Mail Address

1553112
E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Erin Jacobs, Esq.
Signature of Notary

May 14, 2026
Date

Notary at Law ID# 025871996

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION, CONTINUED**

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that **Prisma International, Inc.** (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

James V. Romano

Authorized Representative's Name (Please Print)



Authorized Representative's Signature

Prisma International, Inc.

Company Name

May 14, 2026

Date

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please
Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT F,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes ☐	No ☒
Identify the name of the vendor that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details:			
(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor. • EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state. • EXPLAIN HOW: _____ (d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ____%			

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	Type text here NA
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	NA %

**BUSINESS COMPLIANCE EXHIBIT H,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Prisma International, Inc.	Vendor's Unique Identity ID Number: FEIN: 41-1712578
Parent Organization's Name: NA	Parent Organizations Unique Identity ID Number: NA

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

PRISMA INTERNATIONAL INC
1128 HARMON PL STE 310
MINNEAPOLIS, MN 55403-2041

05/20/2026

RE: FEDERAL IDENTIFICATION NUMBER: [REDACTED]

Notice Number [REDACTED]

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

PRISMA INTERNATIONAL INC
1128 HARMON PL STE 310
MINNEAPOLIS, MN 55403-2041

DATE ISSUED: 05/20/2026
VALID THROUGH: 08/18/2026

FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

Participating Addendum Number
for
REMOTE INTERPRETING AND TRANSLATING SERVICES
between
State of Missouri
and
Prisma International, Inc

This Participating Addendum is entered into by [State of Missouri] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AL, executed by Contractor and the State of New Mexico ("Lead State") for Remote Interpreting and Translating Services ("Master Agreement"):

Prisma International, Inc ("Contractor")
1128 Harmon Place, Suite 310
Minneapolis, MN 55403

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

James V. Romano
jromano@prisma.com
612-423-0700

Participating Entity's contact for this Participating Addendum is:

Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
(573) 751-2056

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or as stated on the Notice of Award issued by the Division of Purchasing whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. **Services.** All services, except for Artificial Intelligence (AI), available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum, with the exception of Artificial Intelligence (AI).

Participating Addendum Number for
REMOTE INTERPRETING AND TRANSLATING SERVICES

Between **State of Missouri** and
Prisma International, Inc



Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Master Agreement Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- a. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
 - b. Payments shall be made using one of the following acceptable payment methods:
 - 1) Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - 2) Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
 - c. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- VIII. Missouri Statewide Contract Quarterly Administrative Fee Report:** The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

**Participating Addendum Number for
REMOTE INTERPRETING AND TRANSLATING SERVICES**

Between **State of Missouri** and
Prisma International, Inc



- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- b. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815
Email: ereports@oa.mo.gov

- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

- IX. Missouri Statewide Contract Quarterly Usage Report:** The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.

**Participating Addendum Number for
REMOTE INTERPRETING AND TRANSLATING SERVICES**

Between **State of Missouri** and
Prisma International, Inc



Data Element	Description
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

X. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XI. INFORMATION TECHNOLOGY STANDARDS. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 12101, et seq.

**Participating Addendum Number for
REMOTE INTERPRETING AND TRANSLATING SERVICES**

Between **State of Missouri** and
Prisma International, Inc



XII. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- b. State of Missouri Contract CS260027010, including Attachments 1 through 4
- c. Participating Addendum

XIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

James V. Romano
jromano@prisma.com
612-423-0700

For Participating Entity:

Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
(573) 751-2056

XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

James V. Romano

Printed Name

Chief Executive Officer

Title

May 6, 2026

Date

PARTICIPATING ENTITY:

Signature

Stacia Dawson

Printed Name

Director

Title

June 25, 2026

Date



EXHIBIT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Prisma expects to utilize professional interpreters and/or translators located within the State of Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CS260027010.

Remote interpreting and translating services

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Prisma International anticipates generating positive economic impact within the State of Missouri through the engagement of Missouri-based interpreters and translators who will be compensated for services performed under this contract. Compensation paid to Missouri residents and businesses may contribute to state and local tax revenues through applicable income and business taxes. In addition, any subcontracting or business-related expenditures made within Missouri in support of contract performance may further contribute to the state's economy.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

None.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

None.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

None.



**State of New Mexico
General Services Department
State Purchasing Division**

Master Agreement Cover Page

Awarded Vendor:

**Prisma International, Inc
1128 Harmon Place, Suite 310
Minneapolis, MN 55403**

**Contact: James V. Romano
Email: jromano@prisma.com
Telephone No.: (612) 423-0700**

Agreement Number: **40-00000-24-00076AL**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **Per Master Agreement**

Ship To:

As requested at time of order

Procurement Specialist: **Susan Inman**

SI

Telephone No.: **505-795-5551**

Email: **susan.inman@gsd.nm.gov**

Invoice:

Same as above

Title: Remote Interpreting and Translating Services

Term: March 2, 2026 through July 28, 2027

The attached Master Agreement is made subject to the “terms and conditions” as indicated.

Attachment A: Scope of Work

Attachment B: Prisma International, Inc. Pricing

Prisma International, Inc. has been awarded the following service categories:

**Over-the-Phone Interpreting (OPI)
Video-Remote Interpreting (VRI)
Document Translation**



Master Agreement No. 40-00000-24-00076AL

THIS AGREEMENT for Remote Interpreting and Translating Services is entered into by and between the **State of New Mexico, General Services Department** (hereinafter the “Lead State” or a “Participating Entity” and **Prisma International, Inc.** (hereinafter the “Contractor”).

Contractor Information:

Company Name: Prisma International, Inc.

Contact: James V. Romano

Address: 1128 Harmon Place, Suite 310
Minneapolis, MN

E-mail: jromano@prisma.com

Phone: (612) 423-0700

Awarded Categories: Over-the-Phone Interpreting (OPI)
Video-Remote Interpreting (VRI)
Document Translation

NASPO ValuePoint Master Agreement Terms and Conditions

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief

procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years in one (1) year increments, not to exceed five (5) years, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 End-of-Term Extension.** The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements

to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

- 4.5.1.1** Political subdivisions, public agencies, and service districts;
- 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
- 4.5.1.3** Federally recognized tribes;
- 4.5.1.4** Quasi-governmental entities; and
- 4.5.1.5** Eligible non-profit organizations.

- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's Proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not

preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.9 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a contractor's response to the Lead State's solicitation.

- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This

subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

- 14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance,

audits, and evidence of the performance of this Master Agreement.

- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's Proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead

State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and

payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *James V. Romano*
James V. Romano, Chief Executive Officer
Prisma International, Inc.

Date: 3/2/2026

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: All services are provided out-of-state

NOTE: Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: *Ann Marie Lucero*
Taxation & Revenue Department

Date: 3/2/2026

This Agreement has been approved by the State Purchasing Agent:

By: *Dorothy Mendonca*
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

Date: 3/2/2026

Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076
Attachment A
Scope of Work

I. OVERVIEW AND DEFINITIONS

A. OVERVIEW

Contractor shall provide 365 days a year/7-days a week/24-hours a day On-Demand Remote Interpreting, Over-the-Phone Interpretation (OPI), Video Remote Interpretation (VRI), and/or Document Translation services on an "as needed" basis for Limited English Proficient (LEP) clients needing an immediate interpreter or translation assistance and must meet or exceed the minimum requirements set forth in Section II "Technical Requirements."

Services are anticipated to be utilized in a number of different government settings, including but not limited to, Education, Emergency, Holiday, Health, Medical, Legal, Human Services Departments, Higher Education, K-12, and Court Systems, to assist government entities in meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance.

B. DEFINITIONS

1. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this Master Agreement.
2. **"Document Translation"** means the act of rendering a written communication from one language to another.
3. **"General Services"**, as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating services that are not confined to any specific department or function and are applicable to an entire organization's needs. These could include services for different economic financial programs, childcare services, employment services, refugee resettlement services, etc. These could also include services for education, including but not limited to K-12, Higher Education classroom settings, study group settings, or conference meetings with parents, school administrators, and/or other educators.
4. **"Interpretation Services" ("Interpreter" "Interpreting")** means the process of first fully understanding, analyzing, and processing a spoken or signed message and then faithfully rendering it into another spoken or signed language.
5. **"LEP – Limited English Proficient Clients"** means Clients who are unable to speak English, uncomfortable speaking English, or whose English is not clearly understood.
6. **"Legal"**, as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating for all branches of courts, law enforcement officers, hearings, or any additional legal services that require interpretation or translation needs at any level of the law. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between court personnel and the citizen.
7. **"Mandatory"** – the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will

result in the rejection of the Offeror's Proposal as non-responsive to this Request for Proposals.

8. "Medical", as it relates to OPI, VRI, and Document Translation pricing, Interpreters/Translators must be able to handle specific encounters and issues related to medical translation. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between medical professionals and patients. They must provide technical precision to not add, delete or substitute any information.
9. **"Most frequently used languages"** means Spanish, American Sign Language (ASL), The Top 12 languages on Attachment P, and frequently used languages within each Participating State to be identified on each State's Participating Addendum.
10. **"Over the Phone Interpreting"** or OPI means off-site interpreting services provided via telephone.
11. **"Participating Entity"** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
12. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
13. **"Purchasing Entity (PE)"** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
14. **"Request for Proposals (RFP)"** means this request for Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
15. **"Staff"** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
16. **"Translation Services" ("Translator" "Translating")** means working with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translator must also convey the style, tone, and intent of the text while taking into account differences of culture and dialect.
17. **"Video Remote Interpreting (VRI)"** means off-site interpreting services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth.

II. TECHNICAL REQUIREMENTS

Contractor shall meet the following Technical Requirements for OPI, VRI, and/or Document Translation Services:

A. EXPERIENCE OF THE CONTRACTOR

1. Contractor must have at least two years of experience in providing the services offered in its Proposal (OPI, VRI, and/or Document Translation Services) to state or local government entities on a 365-days a year, 7-days a week, 24 hours a day basis.
2. If the Proposal includes OPI, the Contractor must currently be providing an average of at least 100,000 minutes of OPI Service calls per month within the past year.

3. If the Proposal includes VRI, the Contractor must currently be providing an average of at least 10,000 minutes of VRI ASL Service calls per month within the past year.
4. If the Proposal includes Document Translation, Contractor must be able to provide quality, error-free document translation services on a large scale and have the ability to perform and/or fulfill multiple, high-volume simultaneous document translation requests for service from multiple States at one time.
5. If the Proposal includes VRI, Contractor must ensure the equipment utilized must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI equipment must produce a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of their body position. VRI must also provide a clear, audible transmission of voices. Virtual platform used should be commercially available (WebEx, Zoom, Microsoft Teams, Google Meet, etc.) and will be at no cost to the participating entity. Proprietary systems or platforms can be considered only if no additional terms and conditions are necessary and if there is no additional cost.

B. EQUIPMENT AND FACILITY

1. Contractor must have all necessary equipment installed and functioning at the time of Offer submittal to provide the services required in the Master Agreement.
2. For OPI, Contractor must have telephone equipment with:
 - a. Expansion capabilities to accommodate an increase in call volume, as needed; and
 - b. A clear, audible transmission of voices.
3. For VRI, Contractor must have communication equipment with:
 - a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
 - b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
 - c. A clear, audible transmission of voices; and
 - d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
 - e. Contractor's communication system and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the Master Agreement.
4. Interpreter/Translator Location

- a. OPI and VRI services must be performed within the United States. Home-based offices are allowed for use only if the home-based office space which provides a professional, uninterrupted, quiet space from which the work will be conducted.
 - b. Document Translation services for Spanish, the Top 12 languages (Attachment P), and Tigrinya must be performed within the United States. Translators may be located at a home-based office.
5. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to Master Agreement cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this Master Agreement if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

III. MASTER AGREEMENT DELIVERABLES

A. LANGUAGES

1. Contractors providing OPI, VRI, and Document Translation Services must be able to provide (at a minimum) all languages/dialects listed in Attachment P.
 - a. ASL is excluded from this requirement for OPI and Document Translation.
2. All interpreters and translators must provide quick, courteous responses with accurate interpretation/translation.
3. Interpreter/Translator Subject Matter Knowledge and Licensing/Certification Requirements

To the extent possible and in accordance with applicable licensing, certification, and specific Participating Entity requirements, the Interpreter/Translator should understand the subject matter for which they are providing services. Contractor must ensure that the Interpreter or Translator provided is properly licensed and/or certified to perform the services requested, pursuant to Purchasing Entity requirements; including but not limited to medical and/or legal interpreting/translating.

At any time, a Purchasing Entity may request from a Contractor copies of applicable licenses and/or certifications held by the Contractor and/or Interpreter/Translator. The Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

B. CONNECTION for OPI (Category 1)

1. Contractor shall be available to provide OPI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.
2. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
3. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
4. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
70-75%	90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
60-69%	85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
Less than 60%	80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified

5. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

6. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
7. Contractor must comply with all current or future FCC regulations. Link provided <https://www.fcc.gov/vrs>

C. CONNECTION for VRI (Category 2)

1. Contractor must provide VRI services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth. In a professional setting, Contractor may use any type of computer setup with a webcam and microphone or, in some cases, a videoconferencing app.
2. Contractor shall be available to provide VRI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.
3. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
4. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
5. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
70-75%	90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
60-69%	85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
Less than 60%	80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified

6. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event interpretation service for ASL (Attachment P) does not begin within three (3) minutes of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, ASL, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

7. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
8. Contractor must comply with all current or future FCC regulations, including, but not limited to, VRI connection times. Link provided <https://www.fcc.gov/vrs>

D. DOCUMENT TRANSLATION SERVICES (Category 3)

1. Contractor must provide Document Translation Services for all languages listed in Attachment P and the languages the Contractor provided as submitted in Section VI.G.iv of Attachment H – Offeror Response Worksheet of the Contractor's Proposal. The Contractor shall provide Document Translation Services from English to source language and/or source language translation to English.
2. Contractor will provide review, editing, and proofreading services for previously translated documents.
3. Contractor will manage document translations electronically.
4. Contractor will be capable of receiving source language documents by e-mail 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 or other electronic means. Contractor shall provide electronic confirmation upon document receipt within one business day.
5. Completed orders must 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 and the Purchasing Entity does not want the file broken up and sent via multiple emails, documents will be accepted on a Read/Write CD or DVD, or a flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Purchasing Entity only when pre-approved and as a result of the request.
6. 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 Contractor must also provide translated materials that meet the following requirements:
 - a. accurate content

- b. correct spelling
 - c. correct grammar
 - d. correct language structure (while remaining faithful to English content)
 - e. appropriate manner for the target audience, taking into consideration:
 - i. reading level
 - ii. culturally appropriate terminology & content
 - iii. clarity of message (easy-to-read)
 - iv. regional dialect and idiomatic differences
7. Contractor must supply at least two qualified linguists for each translation project, one serving as a translator and the other as an editor.
8. **Turnaround Time for Document Translation Services.**
- a. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words

- b. If a Contractor offers expedited translations, they shall be completed within the following turnaround time set in business days (See Attachment I, Document Translation Services tab 4.d-4.f.).
 - 1. Contractor may charge a Rush Fee (See Attachment I, Document Translation Services tab 4.h) if requested timeframes are shorter than Expedited Translation turnaround times identified, below.

Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days

More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words
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IV. CONTRACTOR RESPONSIBILITIES AND TASKS

A. CERTIFICATION

At no additional cost and pursuant to the Participating Entity's Participating Addendum, Contractor shall adhere to all laws and regulations, including but not limited to certification of Contractor, Contractor employees or staff, supplied Contractor Interpreters/Translators, etc.

B. BILLING AND INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. The time required to establish the language service needed and/or connection time to the appropriate interpreter will not be chargeable.
 - a. Billing of OPI and VRI interpretation periods start when the interpreter answers and begins interpreting. OPI and VRI interpretation period ends when the interpreter has been disconnected from the customer and the client.
 - b. Document Translation turn-around time begins upon Contractor's electronic confirmation of document receipt and ends when the completed document(s) is returned to the Purchasing Entity.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
3. The minimum billable charge for OPI, VRI, and Document Translation shall be in accordance with Purchasing Entity requirements, laws, regulations, policies and procedures, etc.
4. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
 - a. Master Agreement number and/or any other unique Master Agreement identification number assigned by a Participating State
 - b. Date of invoice
 - c. Contractor name and address
 - d. Customer account number and Department name/program
 - e. Billing period
 - f. Interpreting modality (OPI, VRI, Document Translation)
 - g. Interpreter Connection Time/Document turnaround time
 - h. Total number of OPI and VRI calls interpreted and Document Translation documents translated
 - i. Total number of billable OPI and VRI interpretation minutes and Document Translation words translated

- j. Total number of “no interpreter available” calls
- k. Percentage of calls connected in 30 seconds or less
- l. Total number of calls resulting in interpreter connection times of greater than 60 seconds
- m. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
- n. Total number of documents translated that meet the requirements in **Section III.D.7 Turnaround Time for Document Translation Services**
- o. Total dollar amount of credits for qualifying calls that do not meet the criteria established in **Section III.B CONNECTION for OPI**, under Subsection 5, and/or **Section III.C CONNECTION for VRI**, under Subsection 6
- p. Total dollar amount due
- q. Any applicable prompt payment discount(s) available
- r. Date and time of each interpreter or translation service occurrence provided
- s. Interpreted language associated with the OPI call, VRI call, or Document Translation
- t. Billable amount associated with each call (OPI or VRI) or Document Translation, to include at a minimum the following:

i. OPI and VRI Interpretation:

- Category: OPI or VRI
- Type: General Services, Medical, Education, Legal Standard pricing (For services provided within the timeframe specified in Sections III.B.1 and III.C.2, above.)
- Extended Hours (if applicable):
 - Over 8 Hours (Services provided beyond 8 hours in duration for a single engagement.),
 - After-Hours/Weekend (Services provided outside of the timeframe specified in Sections III.B.1 and III.C.2, above. Charging after-hours/weekend rates may be subject to Participating Entity approval.),
 - Holiday, (Federal, State, or Local Holidays which the Participating Entity observes. Charging holiday rates may be subject to Participating Entity approval.)
- Duration of the service provided, measured in one-minute increments
- Master Agreement rate per minute

ii. Document Translation:

- Category: Document Translation

- Type: General Services, Medical, Education, Legal,
- Standard Translation (For work completed in accordance with Section III.D.8.a, above.),
- Desktop Publishing (DTP) (DTP includes but is not limited to using a computer system to create digital documents to combine text, numerical data, photographs, charts, and other visual elements in a document that can be printed. DTP services provided must be specific to Document Translation services as identified in this Scope of Work and must exclude printing services and marketing/public relations services.),
- Expedited Translation (For work completed in accordance with Section III.D.8.b, above,
- Rush Fee (If Expedited Translation is requested on a shorter timeframe than those identified in Section III.D.8.b, above),
- Number of words translated
- Master Agreement rate per word

u. Interpreter or translator identification number or code as assigned by the Contractor.

C. EMERGENCY MANAGEMENT PLAN

1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.)
2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365 days a year, 7 days a week, 24 hours a day.

D. CONFIDENTIALITY STATEMENT

Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Master Agreement. Purchasing Entities may request these documents from a Contractor at any time, and the Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

E. INTERPRETER OPERATIONAL REQUIREMENTS

1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1st) person.

3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.
5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the information conveyed and will relay the message in its entirety with the meaning preserved throughout the conversation. The interpreter shall not summarize, condense, or omit information which may erroneously change the meaning of the information conveyed.
7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted or additional situations allowed for, only as negotiated and specified in each Participating Entity's Participating Addendum.
8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.

F. CUSTOMER RESPONSE CRITERIA

Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria:

1. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer's request, Contractor must provide a senior administrative contact to escalate the request.
2. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request.
3. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor.

G. QUALITY ASSURANCE PLAN

Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking, and assessing the quality of services provided under the Master Agreement. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer-initiated concerns and/or complaints.

H. INSTRUCTIONAL MATERIALS

1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Master Agreement. Materials must include language identification materials such as "I Speak" cards and procedural information for accessing the services.

2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state's Participating Addendum.
3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Master Agreement.

Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing

		Standard Hours		
	Over-the-Phone Interpretation	General Services Unit Price per Minute	Medical Unit Price per Minute	Legal Unit Price per Minute
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: Spanish	\$0.78	\$0.77	\$0.77
1b.	Over-the-Phone Interpretation (OPI) Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.63	\$0.61	\$0.61
1c.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.45	\$0.41	\$0.41

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

	Extended Hours								
	General Services Over 8 hrs Unit Price per Minute	Medical Over 8 hrs Unit Price per Minute	Legal Over 8 hrs Unit Price per Minute	General Services After-Hours/ Weekend Unit Price per Minute	Medical After-Hours/ Weekend Unit Price per Minute	Legal After-Hours/ Weekend Unit Price per Minute	General Services Holiday Unit Price per Minute	Medical Holiday Unit Price per Minute	Legal Holiday Unit Price per Minute
1a.	\$1.17	\$1.16	\$1.16	\$1.37	\$1.35	\$1.35	\$1.56	\$1.54	\$1.54
1b.	\$0.95	\$0.92	\$0.92	\$1.11	\$1.07	\$1.07	\$1.26	\$1.22	\$1.22
1c.	\$0.68	\$0.62	\$0.62	\$0.79	\$0.72	\$0.72	\$0.90	\$0.82	\$0.82

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

		Standard Hours		
Video Remote Interpretation		General Services Unit Price per Minute	Medical Unit Price per Minute	Legal Unit Price per Minute
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL)	\$0.59	\$0.59	\$0.59
2b.	Video Remote Interpretation (VRI) Services for Spanish	\$0.80	\$0.80	\$0.80
2c.	Video Remote Interpretation (VRI) Services for the twelve most requested languages (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.65	\$0.64	\$0.64
2d.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment P – Languages as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.47	\$0.46	\$0.46

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

Extended Hours										
Video Remote Interpretation	General Services Over 8 hrs Unit Price per Minute	Medical Over 8 hrs Unit Price per Minute	Legal Over 8 hrs Unit Price per Minute	General Services After-Hours/ Weekend Unit Price per Minute	Medical After-Hours/ Weekend Unit Price per Minute	Legal After-Hours/ Weekend Unit Price per Minute	General Services Holiday Unit Price per Minute	Medical Holiday Unit Price per Minute	Legal Holiday Unit Price per Minute	
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL)	\$1.50	\$1.50	\$1.50	\$1.75	\$1.75	\$1.75	\$2.00	\$2.00	\$2.00
2b.	Video Remote Interpretation (VRI) Services for Spanish	\$1.20	\$1.20	\$1.20	\$1.40	\$1.40	\$1.40	\$1.60	\$1.60	\$1.60
2c.	Video Remote Interpretation (VRI) Services for the twelve most requested languages (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.98	\$0.96	\$0.96	\$1.14	\$1.12	\$1.12	\$1.30	\$1.28	\$1.28
2d.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment P – Languages as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.71	\$0.69	\$0.69	\$0.83	\$0.81	\$0.81	\$0.94	\$0.92	\$0.92

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

Document Translation Services		General Services Unit Price per Word	Medical Unit Price per Word	Legal Unit Price per Word
3a.	Standard Document Translation Services for the most requested language: Spanish	\$0.14	\$0.13	\$0.14
3b.	Standard Document Translation Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.17	\$0.16	\$0.17
3c.	Standard Document Translation Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.20	\$0.17	\$0.20
3d.	Expedited Document Translation Services for the most requested language: Spanish	\$0.14	\$0.13	\$0.14
3e.	Expedited Document Translation Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.17	\$0.16	\$0.17
3f.	Expedited Document Translation Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.20	\$0.17	\$0.20
3g.	Desktop Publishing (DTP) per hour	\$50.00	\$50.00	\$50.00
3h.	Rush Fee (percentage of expedited services total)	25%	25%	25%

Certificate Of Completion

Envelope Id: 3D2C14B8-8C4E-4007-9D4F-EBDD4411E1D3

Status: Completed

Subject: Please Electronically Sign: Remote Interpreting and Translating Services – Prisma

Source Envelope:

Document Pages: 42

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Susan Inman

AutoNav: Enabled

1100 S Saint Francis Dr

Enveloped Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Susan.Inman@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Susan Inman

Location: DocuSign

2/10/2026 11:45:29 AM

Susan.Inman@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Natalie Martinez

NM

Sent: 3/2/2026 11:33:32 AM

natalie.martinez1@gsd.nm.gov

Viewed: 3/2/2026 11:39:47 AM

Deputy Director

Signed: 3/2/2026 11:42:08 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None), Login with SSO

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James V. Romano

James V. Romano

Sent: 3/2/2026 11:42:10 AM

jromano@prisma.com

Viewed: 3/2/2026 12:42:04 PM

Chief Executive Officer

Signed: 3/2/2026 12:42:33 PM

Prisma International, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 173.72.73.60

Electronic Record and Signature Disclosure:

Accepted: 3/2/2026 12:42:04 PM

ID: e0ca38ea-dbc5-4898-b957-0e109b8b956a

Ann Marie Lucero

Ann Marie Lucero

Sent: 3/2/2026 12:42:35 PM

annmarie.lucero@tax.nm.gov

Viewed: 3/2/2026 1:46:21 PM

District Mgr.

Signed: 3/2/2026 1:46:29 PM

State of New Mexico Taxation and Revenue

Signature Adoption: Pre-selected Style

Signing Group: 33300 - CRS Verification

Using IP Address: 164.64.133.222

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 2:28:54 PM

ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Dorothy Mendonca

Dorothy Mendonca

Sent: 3/2/2026 1:46:31 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 3/2/2026 1:47:02 PM

SPD Division Director / State Purchasing Agent

Signed: 3/2/2026 1:47:55 PM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address:

Security Level: Email, Account Authentication
(None)

2600:1011:b108:8ac0:79b5:a25a:c4e5:2e17

Signed using mobile

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
Susan Inman Susan.Inman@gsd.nm.gov New Mexico General Services Department State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/2/2026 1:47:57 PM Viewed: 3/2/2026 2:43:13 PM Signed: 3/2/2026 2:43:33 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:56:58 AM ID: 85ae9af5-d784-487f-80b0-046bfdde9d3d		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2026 11:33:32 AM
Certified Delivered	Security Checked	3/2/2026 2:43:13 PM
Signing Complete	Security Checked	3/2/2026 2:43:33 PM
Completed	Security Checked	3/2/2026 2:43:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
State Purchasing Division**

Master Agreement Cover Page

Awarded Vendor:

**Prisma International, Inc
1128 Harmon Place, Suite 310
Minneapolis, MN 55403**

**Contact: James V. Romano
Email: jromano@prisma.com
Telephone No.: (612) 423-0700**

Agreement Number: **40-00000-24-00076AL**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **Per Master Agreement**

Ship To:

As requested at time of order

Procurement Specialist: **Susan Inman** *SI*

Telephone No.: **505-795-5551**

Email: **susan.inman@gsd.nm.gov**

Invoice:

Same as above

Title: Remote Interpreting and Translating Services

Term: March 2, 2026 through July 28, 2027

The attached Master Agreement is made subject to the “terms and conditions” as indicated.

Attachment A: Scope of Work

Attachment B: Prisma International, Inc. Pricing

Prisma International, Inc. has been awarded the following service categories:

Over-the-Phone Interpreting (OPI)

Video-Remote Interpreting (VRI)

Document Translation



Master Agreement No. 40-00000-24-00076AL

THIS AGREEMENT for Remote Interpreting and Translating Services is entered into by and between the **State of New Mexico, General Services Department** (hereinafter the “Lead State” or a “Participating Entity” and **Prisma International, Inc.** (hereinafter the “Contractor”).

Contractor Information:

Company Name: Prisma International, Inc.

Contact: James V. Romano

Address: 1128 Harmon Place, Suite 310
Minneapolis, MN

E-mail: jromano@prisma.com

Phone: (612) 423-0700

Awarded Categories: Over-the-Phone Interpreting (OPI)
Video-Remote Interpreting (VRI)
Document Translation

NASPO ValuePoint Master Agreement Terms and Conditions

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief

procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years in one (1) year increments, not to exceed five (5) years, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 End-of-Term Extension.** The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements

to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

- 4.5.1.1** Political subdivisions, public agencies, and service districts;
- 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
- 4.5.1.3** Federally recognized tribes;
- 4.5.1.4** Quasi-governmental entities; and
- 4.5.1.5** Eligible non-profit organizations.

- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's Proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.8 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not

preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.9 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a contractor's response to the Lead State's solicitation.

- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This

subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance,

audits, and evidence of the performance of this Master Agreement.

- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's Proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead

State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and

payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *James V. Romano*
James V. Romano, Chief Executive Officer
Prisma International, Inc.

Date: 3/2/2026

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: All services are provided out-of-state

NOTE: Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: *Ann Marie Lucero*
Taxation & Revenue Department

Date: 3/2/2026

This Agreement has been approved by the State Purchasing Agent:

By: *Dorothy Mendonca*
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

Date: 3/2/2026

Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076
Attachment A
Scope of Work

I. OVERVIEW AND DEFINITIONS

A. OVERVIEW

Contractor shall provide 365 days a year/7-days a week/24-hours a day On-Demand Remote Interpreting, Over-the-Phone Interpretation (OPI), Video Remote Interpretation (VRI), and/or Document Translation services on an "as needed" basis for Limited English Proficient (LEP) clients needing an immediate interpreter or translation assistance and must meet or exceed the minimum requirements set forth in Section II "Technical Requirements."

Services are anticipated to be utilized in a number of different government settings, including but not limited to, Education, Emergency, Holiday, Health, Medical, Legal, Human Services Departments, Higher Education, K-12, and Court Systems, to assist government entities in meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance.

B. DEFINITIONS

1. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this Master Agreement.
2. **"Document Translation"** means the act of rendering a written communication from one language to another.
3. **"General Services"**, as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating services that are not confined to any specific department or function and are applicable to an entire organization's needs. These could include services for different economic financial programs, childcare services, employment services, refugee resettlement services, etc. These could also include services for education, including but not limited to K-12, Higher Education classroom settings, study group settings, or conference meetings with parents, school administrators, and/or other educators.
4. **"Interpretation Services" ("Interpreter" "Interpreting")** means the process of first fully understanding, analyzing, and processing a spoken or signed message and then faithfully rendering it into another spoken or signed language.
5. **"LEP – Limited English Proficient Clients"** means Clients who are unable to speak English, uncomfortable speaking English, or whose English is not clearly understood.
6. **"Legal"**, as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating for all branches of courts, law enforcement officers, hearings, or any additional legal services that require interpretation or translation needs at any level of the law. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between court personnel and the citizen.
7. **"Mandatory"** – the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will

result in the rejection of the Offeror's Proposal as non-responsive to this Request for Proposals.

8. "Medical", as it relates to OPI, VRI, and Document Translation pricing, Interpreters/Translators must be able to handle specific encounters and issues related to medical translation. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between medical professionals and patients. They must provide technical precision to not add, delete or substitute any information.
9. **"Most frequently used languages"** means Spanish, American Sign Language (ASL), The Top 12 languages on Attachment P, and frequently used languages within each Participating State to be identified on each State's Participating Addendum.
10. **"Over the Phone Interpreting"** or OPI means off-site interpreting services provided via telephone.
11. **"Participating Entity"** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
12. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
13. **"Purchasing Entity (PE)"** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
14. **"Request for Proposals (RFP)"** means this request for Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
15. **"Staff"** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
16. **"Translation Services" ("Translator" "Translating")** means working with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translator must also convey the style, tone, and intent of the text while taking into account differences of culture and dialect.
17. **"Video Remote Interpreting (VRI)"** means off-site interpreting services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth.

II. TECHNICAL REQUIREMENTS

Contractor shall meet the following Technical Requirements for OPI, VRI, and/or Document Translation Services:

A. EXPERIENCE OF THE CONTRACTOR

1. Contractor must have at least two years of experience in providing the services offered in its Proposal (OPI, VRI, and/or Document Translation Services) to state or local government entities on a 365-days a year, 7-days a week, 24 hours a day basis.
2. If the Proposal includes OPI, the Contractor must currently be providing an average of at least 100,000 minutes of OPI Service calls per month within the past year.

3. If the Proposal includes VRI, the Contractor must currently be providing an average of at least 10,000 minutes of VRI ASL Service calls per month within the past year.
4. If the Proposal includes Document Translation, Contractor must be able to provide quality, error-free document translation services on a large scale and have the ability to perform and/or fulfill multiple, high-volume simultaneous document translation requests for service from multiple States at one time.
5. If the Proposal includes VRI, Contractor must ensure the equipment utilized must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI equipment must produce a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of their body position. VRI must also provide a clear, audible transmission of voices. Virtual platform used should be commercially available (WebEx, Zoom, Microsoft Teams, Google Meet, etc.) and will be at no cost to the participating entity. Proprietary systems or platforms can be considered only if no additional terms and conditions are necessary and if there is no additional cost.

B. EQUIPMENT AND FACILITY

1. Contractor must have all necessary equipment installed and functioning at the time of Offer submittal to provide the services required in the Master Agreement.
2. For OPI, Contractor must have telephone equipment with:
 - a. Expansion capabilities to accommodate an increase in call volume, as needed; and
 - b. A clear, audible transmission of voices.
3. For VRI, Contractor must have communication equipment with:
 - a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
 - b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
 - c. A clear, audible transmission of voices; and
 - d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
 - e. Contractor's communication system and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the Master Agreement.
4. Interpreter/Translator Location

- a. OPI and VRI services must be performed within the United States. Home-based offices are allowed for use only if the home-based office space which provides a professional, uninterrupted, quiet space from which the work will be conducted.
 - b. Document Translation services for Spanish, the Top 12 languages (Attachment P), and Tigrinya must be performed within the United States. Translators may be located at a home-based office.
5. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to Master Agreement cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this Master Agreement if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

III. MASTER AGREEMENT DELIVERABLES

A. LANGUAGES

1. Contractors providing OPI, VRI, and Document Translation Services must be able to provide (at a minimum) all languages/dialects listed in Attachment P.
 - a. ASL is excluded from this requirement for OPI and Document Translation.
2. All interpreters and translators must provide quick, courteous responses with accurate interpretation/translation.
3. Interpreter/Translator Subject Matter Knowledge and Licensing/Certification Requirements

To the extent possible and in accordance with applicable licensing, certification, and specific Participating Entity requirements, the Interpreter/Translator should understand the subject matter for which they are providing services. Contractor must ensure that the Interpreter or Translator provided is properly licensed and/or certified to perform the services requested, pursuant to Purchasing Entity requirements; including but not limited to medical and/or legal interpreting/translating.

At any time, a Purchasing Entity may request from a Contractor copies of applicable licenses and/or certifications held by the Contractor and/or Interpreter/Translator. The Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

B. CONNECTION for OPI (Category 1)

1. Contractor shall be available to provide OPI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.
2. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
3. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
4. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
70-75%	90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
60-69%	85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
Less than 60%	80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified

5. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

6. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
7. Contractor must comply with all current or future FCC regulations. Link provided <https://www.fcc.gov/vrs>

C. CONNECTION for VRI (Category 2)

1. Contractor must provide VRI services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth. In a professional setting, Contractor may use any type of computer setup with a webcam and microphone or, in some cases, a videoconferencing app.
2. Contractor shall be available to provide VRI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.
3. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.
4. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
5. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

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70-75%	90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
60-69%	85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified
Less than 60%	80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified

6. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event interpretation service for ASL (Attachment P) does not begin within three (3) minutes of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, ASL, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

7. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.
8. Contractor must comply with all current or future FCC regulations, including, but not limited to, VRI connection times. Link provided <https://www.fcc.gov/vrs>

D. DOCUMENT TRANSLATION SERVICES (Category 3)

1. Contractor must provide Document Translation Services for all languages listed in Attachment P and the languages the Contractor provided as submitted in Section VI.G.iv of Attachment H – Offeror Response Worksheet of the Contractor's Proposal. The Contractor shall provide Document Translation Services from English to source language and/or source language translation to English.
2. Contractor will provide review, editing, and proofreading services for previously translated documents.
3. Contractor will manage document translations electronically.
4. Contractor will be capable of receiving source language documents by e-mail 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 or other electronic means. Contractor shall provide electronic confirmation upon document receipt within one business day.
5. Completed orders must 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 and the Purchasing Entity does not want the file broken up and sent via multiple emails, documents will be accepted on a Read/Write CD or DVD, or a flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Purchasing Entity only when pre-approved and as a result of the request.
6. 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 Contractor must also provide translated materials that meet the following requirements:
 - a. accurate content

- b. correct spelling
 - c. correct grammar
 - d. correct language structure (while remaining faithful to English content)
 - e. appropriate manner for the target audience, taking into consideration:
 - i. reading level
 - ii. culturally appropriate terminology & content
 - iii. clarity of message (easy-to-read)
 - iv. regional dialect and idiomatic differences
7. Contractor must supply at least two qualified linguists for each translation project, one serving as a translator and the other as an editor.
8. **Turnaround Time for Document Translation Services.**
- a. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

Standard Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	2 days
1,001-2,500 Words	5 days
2,501- 7,500 Words	7 days
More than 7,500 Words	7 days plus 1 additional day for each additional 500 words

- b. If a Contractor offers expedited translations, they shall be completed within the following turnaround time set in business days (See Attachment I, Document Translation Services tab 4.d-4.f.).
 - 1. Contractor may charge a Rush Fee (See Attachment I, Document Translation Services tab 4.h) if requested timeframes are shorter than Expedited Translation turnaround times identified, below.

Expedited Translation	Turnaround Time (Business Days)
Fewer than 1,000 Words	1 day
1,001-2,500 Words	2 days
2,501- 7,500 Words	4 days

More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words
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IV. CONTRACTOR RESPONSIBILITIES AND TASKS

A. CERTIFICATION

At no additional cost and pursuant to the Participating Entity's Participating Addendum, Contractor shall adhere to all laws and regulations, including but not limited to certification of Contractor, Contractor employees or staff, supplied Contractor Interpreters/Translators, etc.

B. BILLING AND INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. The time required to establish the language service needed and/or connection time to the appropriate interpreter will not be chargeable.
 - a. Billing of OPI and VRI interpretation periods start when the interpreter answers and begins interpreting. OPI and VRI interpretation period ends when the interpreter has been disconnected from the customer and the client.
 - b. Document Translation turn-around time begins upon Contractor's electronic confirmation of document receipt and ends when the completed document(s) is returned to the Purchasing Entity.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
3. The minimum billable charge for OPI, VRI, and Document Translation shall be in accordance with Purchasing Entity requirements, laws, regulations, policies and procedures, etc.
4. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:
 - a. Master Agreement number and/or any other unique Master Agreement identification number assigned by a Participating State
 - b. Date of invoice
 - c. Contractor name and address
 - d. Customer account number and Department name/program
 - e. Billing period
 - f. Interpreting modality (OPI, VRI, Document Translation)
 - g. Interpreter Connection Time/Document turnaround time
 - h. Total number of OPI and VRI calls interpreted and Document Translation documents translated
 - i. Total number of billable OPI and VRI interpretation minutes and Document Translation words translated

- j. Total number of “no interpreter available” calls
- k. Percentage of calls connected in 30 seconds or less
- l. Total number of calls resulting in interpreter connection times of greater than 60 seconds
- m. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
- n. Total number of documents translated that meet the requirements in **Section III.D.7 Turnaround Time for Document Translation Services**
- o. Total dollar amount of credits for qualifying calls that do not meet the criteria established in **Section III.B CONNECTION for OPI**, under Subsection 5, and/or **Section III.C CONNECTION for VRI**, under Subsection 6
- p. Total dollar amount due
- q. Any applicable prompt payment discount(s) available
- r. Date and time of each interpreter or translation service occurrence provided
- s. Interpreted language associated with the OPI call, VRI call, or Document Translation
- t. Billable amount associated with each call (OPI or VRI) or Document Translation, to include at a minimum the following:

- i. OPI and VRI Interpretation:

- Category: OPI or VRI
- Type: General Services, Medical, Education, Legal Standard pricing (For services provided within the timeframe specified in Sections III.B.1 and III.C.2, above.)
- Extended Hours (if applicable):
 - Over 8 Hours (Services provided beyond 8 hours in duration for a single engagement.),
 - After-Hours/Weekend (Services provided outside of the timeframe specified in Sections III.B.1 and III.C.2, above. Charging after-hours/weekend rates may be subject to Participating Entity approval.),
 - Holiday, (Federal, State, or Local Holidays which the Participating Entity observes. Charging holiday rates may be subject to Participating Entity approval.)
- Duration of the service provided, measured in one-minute increments
- Master Agreement rate per minute

- ii. Document Translation:

- Category: Document Translation

- Type: General Services, Medical, Education, Legal,
- Standard Translation (For work completed in accordance with Section III.D.8.a, above.),
- Desktop Publishing (DTP) (DTP includes but is not limited to using a computer system to create digital documents to combine text, numerical data, photographs, charts, and other visual elements in a document that can be printed. DTP services provided must be specific to Document Translation services as identified in this Scope of Work and must exclude printing services and marketing/public relations services.),
- Expedited Translation (For work completed in accordance with Section III.D.8.b, above,
- Rush Fee (If Expedited Translation is requested on a shorter timeframe than those identified in Section III.D.8.b, above),
- Number of words translated
- Master Agreement rate per word

u. Interpreter or translator identification number or code as assigned by the Contractor.

C. EMERGENCY MANAGEMENT PLAN

1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.)
2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365 days a year, 7 days a week, 24 hours a day.

D. CONFIDENTIALITY STATEMENT

Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Master Agreement. Purchasing Entities may request these documents from a Contractor at any time, and the Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

E. INTERPRETER OPERATIONAL REQUIREMENTS

1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1st) person.

3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.
5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the information conveyed and will relay the message in its entirety with the meaning preserved throughout the conversation. The interpreter shall not summarize, condense, or omit information which may erroneously change the meaning of the information conveyed.
7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted or additional situations allowed for, only as negotiated and specified in each Participating Entity's Participating Addendum.
8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.

F. CUSTOMER RESPONSE CRITERIA

Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria:

1. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer's request, Contractor must provide a senior administrative contact to escalate the request.
2. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request.
3. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor.

G. QUALITY ASSURANCE PLAN

Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking, and assessing the quality of services provided under the Master Agreement. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer-initiated concerns and/or complaints.

H. INSTRUCTIONAL MATERIALS

1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Master Agreement. Materials must include language identification materials such as "I Speak" cards and procedural information for accessing the services.

2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state's Participating Addendum.
3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Master Agreement.

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

		Standard Hours		
	Over-the-Phone Interpretation	General Services Unit Price per Minute	Medical Unit Price per Minute	Legal Unit Price per Minute
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: Spanish	\$0.78	\$0.77	\$0.77
1b.	Over-the-Phone Interpretation (OPI) Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.63	\$0.61	\$0.61
1c.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.45	\$0.41	\$0.41

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

		Extended Hours								
		General Services Over 8 hrs Unit Price per Minute	Medical Over 8 hrs Unit Price per Minute	Legal Over 8 hrs Unit Price per Minute	General Services After-Hours/ Weekend Unit Price per Minute	Medical After-Hours/ Weekend Unit Price per Minute	Legal After-Hours/ Weekend Unit Price per Minute	General Services Holiday Unit Price per Minute	Medical Holiday Unit Price per Minute	Legal Holiday Unit Price per Minute
	Over-the-Phone Interpretation									
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: Spanish	\$1.17	\$1.16	\$1.16	\$1.37	\$1.35	\$1.35	\$1.56	\$1.54	\$1.54
	Over-the-Phone Interpretation (OPI) Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.95	\$0.92	\$0.92	\$1.11	\$1.07	\$1.07	\$1.26	\$1.22	\$1.22
1b.										
1c.	Over-the-Phone Interpretation (OPI) Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.68	\$0.62	\$0.62	\$0.79	\$0.72	\$0.72	\$0.90	\$0.82	\$0.82

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

		Standard Hours		
Video Remote Interpretation		General Services Unit Price per Minute	Medical Unit Price per Minute	Legal Unit Price per Minute
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL)	\$0.59	\$0.59	\$0.59
2b.	Video Remote Interpretation (VRI) Services for Spanish	\$0.80	\$0.80	\$0.80
2c.	Video Remote Interpretation (VRI) Services for the twelve most requested languages (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.65	\$0.64	\$0.64
2d.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment P – Languages as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.47	\$0.46	\$0.46

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

Extended Hours										
Video Remote Interpretation		General Services Over 8 hrs Unit Price per Minute	Medical Over 8 hrs Unit Price per Minute	Legal Over 8 hrs Unit Price per Minute	General Services/ After-Hours/ Weekend Unit Price per Minute	Medical After-Hours/ Weekend Unit Price per Minute	Legal After-Hours/ Weekend Unit Price per Minute	General Services Holiday Unit Price per Minute	Medical Holiday Unit Price per Minute	Legal Holiday Unit Price per Minute
2a.	Video Remote Interpretation (VRI) Services for the top VRI language: American Sign Language (ASL)	\$1.50	\$1.50	\$1.50	\$1.75	\$1.75	\$1.75	\$2.00	\$2.00	\$2.00
2b.	Video Remote Interpretation (VRI) Services for Spanish	\$1.20	\$1.20	\$1.20	\$1.40	\$1.40	\$1.40	\$1.60	\$1.60	\$1.60
2c.	Video Remote Interpretation (VRI) Services for the twelve most requested languages (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.98	\$0.96	\$0.96	\$1.14	\$1.12	\$1.12	\$1.30	\$1.28	\$1.28
2d.	Video Remote Interpretation (VRI) Services for all other languages specified in Attachment P – Languages as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.71	\$0.69	\$0.69	\$0.83	\$0.81	\$0.81	\$0.94	\$0.92	\$0.92

**Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AL
Prisma International, Inc.
Attachment B
Pricing**

Document Translation Services		General Services Unit Price per Word	Medical Unit Price per Word	Legal Unit Price per Word
3a.	Standard Document Translation Services for the most requested language: Spanish	\$0.14	\$0.13	\$0.14
3b.	Standard Document Translation Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.17	\$0.16	\$0.17
3c.	Standard Document Translation Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.20	\$0.17	\$0.20
3d.	Expedited Document Translation Services for the most requested language: Spanish	\$0.14	\$0.13	\$0.14
3e.	Expedited Document Translation Services for the twelve most requested languages (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	\$0.17	\$0.16	\$0.17
3f.	Expedited Document Translation Services for all other languages specified in Attachment P – Languages , as well as for all unlisted languages that may be provided through the resultant Contract.	\$0.20	\$0.17	\$0.20
3g.	Desktop Publishing (DTP) per hour	\$50.00	\$50.00	\$50.00
3h.	Rush Fee (percentage of expedited services total)	25%	25%	25%

Certificate Of Completion

Envelope Id: 3D2C14B8-8C4E-4007-9D4F-EBDD4411E1D3

Status: Completed

Subject: Please Electronically Sign: Remote Interpreting and Translating Services – Prisma

Source Envelope:

Document Pages: 42

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Susan Inman

AutoNav: Enabled

1100 S Saint Francis Dr

Enveloped Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Susan.Inman@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Susan Inman

Location: DocuSign

2/10/2026 11:45:29 AM

Susan.Inman@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Natalie Martinez

natalie.martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO

NM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/2/2026 11:33:32 AM

Viewed: 3/2/2026 11:39:47 AM

Signed: 3/2/2026 11:42:08 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James V. Romano

jromano@prisma.com

Chief Executive Officer

Prisma International, Inc.

Security Level: Email, Account Authentication
(None)

James V. Romano

Signature Adoption: Pre-selected Style

Using IP Address: 173.72.73.60

Sent: 3/2/2026 11:42:10 AM

Viewed: 3/2/2026 12:42:04 PM

Signed: 3/2/2026 12:42:33 PM

Electronic Record and Signature Disclosure:

Accepted: 3/2/2026 12:42:04 PM

ID: e0ca38ea-dbc5-4898-b957-0e109b8b956a

Ann Marie Lucero

annmarie.lucero@tax.nm.gov

District Mgr.

State of New Mexico Taxation and Revenue

Signing Group: 33300 - CRS Verification

Security Level: Email, Account Authentication
(None)

Ann Marie Lucero

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.133.222

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Viewed: 3/2/2026 1:46:21 PM

Signed: 3/2/2026 1:46:29 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 2:28:54 PM

ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Dorothy Mendonca

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1011:b108:8ac0:79b5:a25a:c4e5:2e17

Signed using mobile

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Viewed: 3/2/2026 1:47:02 PM

Signed: 3/2/2026 1:47:55 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Susan Inman Susan.Inman@gsd.nm.gov New Mexico General Services Department State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/2/2026 1:47:57 PM Viewed: 3/2/2026 2:43:13 PM Signed: 3/2/2026 2:43:33 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:56:58 AM ID: 85ae9af5-d784-487f-80b0-046bfdde9d3d		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2026 11:33:32 AM
Certified Delivered	Security Checked	3/2/2026 2:43:13 PM
Signing Complete	Security Checked	3/2/2026 2:43:33 PM
Completed	Security Checked	3/2/2026 2:43:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.