

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
89767 O4

PAGE 1 of 3	ORDER DATE 03/12/20
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 3182169	
VENDOR ADDRESS: GLOBAL INTERPRETING NETWORK INC 28546 CONSTELLATION RD VALENCIA CA 91355-5082	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 12, 2020 THROUGH NOVEMBER 03, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Supply and deliver On-Demand Remote Interpreting (OPI and VRI) and Document Translation Services, to the State of Nebraska per the following Contract Information and attached Participating Addendum.

Global Interpreting Network Inc. NASPO ValuePoint web site: <https://www.naspovaluepoint.org/portfolio/on-demand-remote-interpreting-opi-and-vri-and-document-translation/global-interpreting-network>

The intent of this procurement is a contract to provide On-Demand Remote Document Translation and On-Demand Remote Over the Phone Interpreting.

The State Purchasing Bureau encourages agencies to contact the designated Account Representative.

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #89767 O4 and the Global Interpreting Network Inc. NASPO ValuePoint Master Agreement Number 90-000-18-00003AC.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of New Mexico. All backup bids, etc., are retained by the State of New Mexico, General Services Department/State Purchasing Division.)

(For the File: The NASPO ValuePoint/Global Interpreting Network Master Price Agreement contract period was effective on November 4, 2019. The NASPO ValuePoint/Global Interpreting Network Inc. Participating Addendum became effective on March 12, 2020.)

Vendor Name: Joe Villatoro
Phone: (866) 397-9288
Email: clientservices@globalinterpreting.com

(03/05/20 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	SPANISH INTERPRETATION OVER THE PHONE (OPI) SERVICES Over the Phone Interpretation (OPI) Services for the most requested language: Spanish	10,000.0000	MN	0.4800	4,800.00

3/12/20
R
Connie Heinrichs
BUYER
MATERIEL ADMINISTRATOR
3/12/2020

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89767 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
2	TWELVE LANGUAGE INTERPRETATION OVER THE PHONE (OPI) SERVICES 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	5,000.0000	MN	0.6200	3,100.00
3	LANGUAGE INTERPRETATION OVER THE PHONE (OPI) SERVICES Over the Phone Interpretation (OPI) Services for Bosnian-Serbo Croation, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian	5,000.0000	MN	0.6200	3,100.00
4	OTHER LANGUAGE INTERPRETATION OVER THE PHONE (OPI) SERVICES Over the Phone Interpretation (OPI) Services for all other languages specified in Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract.	5,000.0000	MN	0.6200	3,100.00
5	SPANISH DOCUMENT TRANSLATION SERVICES PER WORD Standard Document Translation Services for the most requested language: Spanish PER WORD	10,000.0000	EA	0.1000	1,000.00
6	TWELVE LANGUAGE DOCUMENT TRANSLATION SERVICES PER WORD Standard Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian PER WORD	10,000.0000	EA	0.1500	1,500.00
7	LANGUAGE DOCUMENT TRANSLATION SERVICES PER WORD Standard Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian PER WORD	10,000.0000	EA	0.1700	1,700.00
8	OTHER LANGUAGE DOCUMENT TRANSLATION SERVICES PER WORD Standard Document Translation Services for all other languages specified in Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract. PER WORD	10,000.0000	EA	0.1700	1,700.00
9	SPANISH EXPEDITED TRANSLATION SERVICES PER WORD Expedited Document Translation Services for the most requested lanuage: Spanish PER WORD	10,000.0000	EA	0.1000	1,000.00
10	TWELVE LANGUAGE EXPEDITED TRANSLATION SERVICES PER WORD	10,000.0000	EA	0.1700	1,700.00


BUYER INITIALS

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	Expedited Document Translation Services for Bosnian-Serbo Croatian, Bulgarian, Czech, Danish, Dutch, Finnish, Flemish, Greek, Hungarian, Norwegian, Polish, Romanian, Slovak, Slovenian, Swedish, Turkish, Ukrainian PER WORD				
11	LANGUAGE EXPEDITED TRANSLATION SERVICES PER WORD Expedited Document Translation Services for the twelve most requested languages: Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian PER WORD	10,000.0000	EA	0.1500	1,500.00
12	OTHER LANGUAGE EXPEDITED TRANSLATION SERVICES PER WORD Expedited Document Translation Services for all other languages specified in Attachment B, as well as for all unlisted languages that may be provided through the resultant Contract. PER WORD	10,000.0000	EA	0.1700	1,700.00
13	DESKTOP PUBLISHING (DTP)	1,000.0000	HR	25.0000	25,000.00
14	MINIMUM CHARGE	50.0000	EA	30.0000	1,500.00
15	TIER VOL FOR SPANISH 100,000 + OVER THE PHONE INTERPRETING Tiered Volume for Spanish Over the phone interpreting Volume Discount - 100,000 + minutes	200,000.0000	MN	0.4500	90,000.00
16	SPANISH WRITTEN 500,000 + TRANSLATION SERVICES PER WORD Tiered Volume for Spanish Written Translation Volume Discount - 500,000 + words PER WORD	500,000.0000	EA	0.0800	40,000.00
17	TIER VOL FOR ALL OTHER 100,000 OVER THE PHONE INTERPRETING Tiered Volume for All Other Languages Over the phone interpreting Volume Discount - 100,000 + minutes	200,000.0000	MN	0.6000	120,000.00
18	ALL OTHER WRITTEN 500,000 + TRANSLATION SERVICES PER WORD Tiered Volume for All Other Languages Written Translation Volume Discount - 500,000 + words PER WORD	500,000.0000	EA	0.1500	75,000.00
Total Order					377,400.00

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BUYER INITIALS



**ON-DEMAND REMOTE INTERPRETING
(OPI AND VRI) AND DOCUMENT TRANSLATION**
Led by the State of New Mexico

Master Agreement #: 90-000-18-00003AC

Contractor: **Global Interpreting Network, Inc.**

Participating Entity: **STATE OF NEBRASKA CONTRACT 89767 O4**

The following services are included in this contract portfolio:

- On-Demand Remote Document Translation
- On-Demand Remote Over the Phone Interpreting

The following service is not included in this agreement:

- On-Demand Remote Video Remote Interpreting

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *On-Demand Remote Interpreting (OPI And VRI) And Document Translation* led by the State of New Mexico for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	HECTOR FUENTES
Address:	28546 Constellation Road, Valencia, CA 91355
Telephone:	866.397.9288 / 818.939.3244 (mobile)
Fax:	818.510.4739
Email:	hfuentes@globalinterpreting.com

Participating Entity

Name:	Connie Heinrichs
Address:	1526 K Street, Suite 130, Lincoln, NE 68508
Telephone:	402-471-0975
Fax:	402-471-2089
Email:	Connie.heinrichs@nebraska.gov



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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. GENERAL

This Contract consists of this Participating Addendum and those documents listed in the NASPO ValuePoint Master Agreement Terms and Conditions 90-000-18-00003AC 1. Master Agreement Order of Precedence.

B. NOTIFICATION

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or

**ON-DEMAND REMOTE INTERPRETING
(OPI AND VRI) AND DOCUMENT TRANSLATION**

Led by the State of New Mexico

other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

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J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

1. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

2. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

3. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

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M. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

O. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

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2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

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II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

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B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

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F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

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K. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency 45 days after receipt following the date the entire order is delivered. The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion



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of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three (3) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Nebraska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: <u>Global Interpreting Network</u>
Signature: 	Signature: 
Name: Doug Carlson	Name: <u>Hector Fuentes</u>
Title: Materiel Administrator	Title: <u>President/CEO</u>
Date: 3/12/2020	Date: <u>February 27, 2020</u>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Tara Larwick
Telephone:	720-551-9530
Email:	tlarwick@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

Attachment B:**List of Commonly Interpreted and Translated Languages
(Other than Spanish and the Top 12: Chinese (Mandarin & Cantonese), Arabic, Russian,
Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German.**

Cantonese (Yue)	Chin-Mizo	Hindustani	Malayalam	Sicilian
Toishanese (Toishan, Toisanese) (Yue)	Chin-Tedim	Hmong	Malinke	Sindhi
Fuzhou (Min)	Falam Chin	Hungarian	Mam	Sinhalese
Shanghainese (Wu)	Chin	Ibo (Igbo)	Mandinka (Mandingo)	Slovak
Hunanese	Chin-Zomi	Ilocano	Marathi	Slovenian
Foochow (Min)	Hakka Chin	Italian	Marshallese	Soninke
Abron	Chin-Zophei	Jakartanese	Mien	Soninke (Maraka)
Acholi	Chukchi	Japanese	Mixteco	Soninke (Sarahuleh)
Afghan	Chuukese (Trukese)	Javanese (Ngoko)	Moldavian	Soninke (Sarakole)
Afrikaans	Cora	Jula	Mongolian	Sudanese
Akan	Creole	Kachin	Montenegrin	Sundanese
Akateco/Akateko	Croatian	Kanjobal	Moroccan	Susu
Albanian	Czech	Kannada	Navajo	Swedish
	Danish	Kaqchikel	Neapolitan	Sylheti
Amharic	Dari	Karen	Nepali	Tadzhik
Armenian	Dinka	Karenni	Newari	Tagalog/Filipino
Ashanti	Dutch	Khmer	Nigerian Pidgin	Taishanese
Assyrian	Edo	Kikuyu (Gikuyu)	Norwegian	Taiwanese
Azerbaijani	Ethiopian	Kinyamulenge	Nuer	Tajik
Bahasa/Brunei	Ewe	Kinyarwanda	Oromo (Oromifa)	Tajiki
Bambara	Fanti	Kirundi (Rundi)	Palauan	Tamil
Bari	Fijian	Kiswahili	Pashto	Telugu
Basaa (Bantu Language)	Finnish	Kongo	Pohnpei	Teochew
Belorussian	Fon	Kosraean	Polish	Thai
Bengali	French	Krahn	Portuguese	Thonga
Bhutanese/Dzongkha	French Creole	Krio	Portuguese Creole	Tibetan
Bosnian	French-Canadian	Kunama	Portuguese- Brazilian	Tigre
Bulgarian	Fukienese	Kurdish	Pulaar	Tojolabal
Burmese	Fulani (Fula)	Laotian	Punjabi	Tongan
Cambodian	Ga	Liberian	Q'anjob'al	Toucouleur

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Canjobal	Ganda	Lingala	Quechua	Triqui
Cape Verde Creole	Georgian	Lithuanian	Quiche	Turkish
Catalan	German	Luganda	Rohingya/Rohinya	TWI
Cebuano	Greek	Luo (Dhuluo)	Romanian	Ukrainian/Ukranian
Chaldean	Gujarati	Maay Somali	Rwanda	Urdu
Cham	Haitian Creole	Maaymaay	Samoan	Uzbek
Chamorro	Hausa	Macedonian	Sango	Wolof
Hahka/Hakha (Chin)	Hebrew	Indonesian (Malay)	Serbian	Yoruba
Chin-Zo	Hindi	Malay (Bahasa Melayu)	Serbo-Croatian	Yugoslavian
				Zarma