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State of New Mexico
General Services Department
State Purchasing Division

Master Agreement Cover Page

Awarded Vendor:
Propio LS, LLC
10801 Mastin Street, Suite 580
Overland Park, KS 66210

Contact: Scott Richey
Email: scott.richey@propio.com
Telephone No.: (816) 512-9616

Ship To:
As requested at time of order

Invoice:
Same as above

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

Payment Terms**:** **Net 30**

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

Delivery**:** **Per Master Agreement**

SI

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

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

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

Title**:** **Remote Interpreting and Translating Services**

Term**:** **September 26, 2025 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: Propio LS, LLC Pricing

Propio LS, LLC has been awarded the following service categories:

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

NM

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

THIS AGREEMENT for Temporary Employment Services is entered into by and between the **State of New Mexico, General Services Department** (hereinafter the "Lead State" or a "Participating Entity" and **Propio LS, LLC** (hereinafter the "Contractor").

Contractor Information:
Company Name: Propio LS, LLC
Contact: Scott Richey
Address: 10801 Mastin Street, Suite 580
Overland Park, KS 66210
E-mail: Scott.richey@propio.com
Phone: (816) 512-9616

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

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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.

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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

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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

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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.

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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.

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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.

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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.

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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

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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

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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;

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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.

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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 substantial 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.

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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.

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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.

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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.

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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").

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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,

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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

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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.

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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

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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

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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: Christopher Pesce Date: 9/26/2025
Christopher Pesce
Propio LS, LLC

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 Date: 9/26/2025
Taxation & Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By: Dorothy Mendonca Date: 9/26/2025
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

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Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AK
Propio LS, LLC
Attachment A
Scope of Work

PLEASE NOTE: Propio LS, LLC was awarded the **Over-the-Phone Interpretation, Video Remote Interpretation**, and **Document Translation** service categories.

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

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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.

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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.

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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.

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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.

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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.

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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

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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

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More than 7,500 Words	4 days plus 1 additional day for each additional 1,000 words

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

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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. <u>OPI and VRI Interpretation</u>:

- 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. <u>Document Translation</u>:

- Category: Document Translation

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- 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.

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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.

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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.

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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**	$0.49	$0.49	$0.49
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	$0.67	$0.67	$0.67
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.	$0.67	$0.67	$0.67

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		Extended Hours								
	Over-the-Phone 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**
1a.	Over-the-Phone Interpretation (OPI) Services for the most requested language: **Spanish**	$0.49	$0.49	$0.49	$0.49	$0.49	$0.49	$0.49	$0.49	$0.49
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	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67
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.	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67

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		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)**	$1.29	$1.29	$1.29
2b.	Video Remote Interpretation (VRI) Services for **Spanish**	$0.67	$0.67	$0.67
2c.	Video Remote Interpretation (VRI) Services for the **twleve most requested languages** (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	$0.67	$0.67	$0.67
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.	$0.67	$0.67	$0.67

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		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)**	$1.29	$1.29	$1.29	$1.29	$1.29	$1.29	$1.29	$1.29	$1.29
2b.	Video Remote Interpretation (VRI) Services for **Spanish**	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67
2c.	Video Remote Interpretation (VRI) Services for the **twleve most requested languages** (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67
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.	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67	$0.67

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Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AK
Propio LS, LLC
Attachment B
Pricing

	Document Translation Services	General Services Unit Price per Word	Medical Unit Price per Word	Legal Unit Price per Word	Percentage Discount on provided costs, if Artificial Intelligence is allowable by Participating Entity
3a.	Standard Document Translation Services for the most requested language: **Spanish**	$0.09	$0.12	$0.12	10%
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	$0.14	$0.16	$0.16	10%
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.	$0.17	$0.19	$0.19	10%
3d.	**Expedited** Document Translation Services for the most requested language: **Spanish**	$0.12	$0.14	$0.14	10%
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	$0.19	$0.19	10%
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.	$0.21	$0.23	$0.23	10%
3g.	Desktop Publishing (DTP) per hour	$36.00	$36.00	$36.00	
3h.	Rush Fee (percentage of expedited services total)	20%	20%	20%	

Certificate Of Completion

Envelope Id: 02CF2258-2185-459C-909A-613A4EB71DE6
Status: Completed
Subject: Please Docusign Remote Interpreting and Translating Services Master Agreement
Source Envelope:
Document Pages: 42
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 2
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1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
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Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/23/2025 8:26:22 AM Viewed: 9/23/2025 1:09:10 PM Signed: 9/23/2025 1:09:19 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Christopher Pesce cpesce@propio.com Chief Financial Officer Propio LS, LLC Security Level: Email, Account Authentication (None)	Christopher Pesce Signature Adoption: Pre-selected Style Using IP Address: 2607:fb91:761:38e:c06e:8787:99e5:7013 Signed using mobile	Sent: 9/23/2025 1:09:22 PM Viewed: 9/26/2025 3:32:52 PM Signed: 9/26/2025 4:05:55 PM
Electronic Record and Signature Disclosure: Accepted: 9/26/2025 3:32:52 PM ID: ec6c1351-d2bd-41b8-94ad-66d2d45e6458		
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	Sent: 9/26/2025 4:05:57 PM Viewed: 9/26/2025 4:18:37 PM Signed: 9/26/2025 4:18:49 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:b1ac:7b5a:6513:6690:5f28:18ec Signed using mobile	Sent: 9/26/2025 4:18:52 PM Viewed: 9/26/2025 5:05:56 PM Signed: 9/26/2025 5:06:02 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: 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: 174.218.16.221 Signed using mobile	Sent: 9/26/2025 5:06:04 PM Viewed: 9/30/2025 10:06:43 AM Signed: 9/30/2025 10:08:30 AM
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
Mike Adams madams@propio.com General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/25/2025 8:18:22 AM Viewed: 9/30/2025 3:00:06 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 8:26:22 AM
Envelope Updated	Security Checked	9/25/2025 8:18:22 AM
Certified Delivered	Security Checked	9/30/2025 10:06:43 AM
Envelope Updated	Security Checked	9/30/2025 10:08:30 AM
Signing Complete	Security Checked	9/30/2025 10:08:30 AM
Completed	Security Checked	9/30/2025 10:08:30 AM

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.