

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EDUCATION**  
25 Hall Street  
CONCORD, NEW HAMPSHIRE 03301

**DATE OF CHANGE: 10/6/24**

**ADDENDUM #1 – RFP 2025-NHED-English Language  
Learners-01**

**DATE OF BID CLOSING: 10/18/24**

**TIME OF BID CLOSING: 4:00 PM**

**FOR:** Language Assistance Services

**CLARIFICATIONS:**

**Question 1:** I know that Vendors are expected to submit a detailed budget and pricing structure based on their costs and services. However, is it possible to see the rates of the service providers that have been awarded in the past years so we may better understand the state’s budget?

**Answer:** The previous contract is attached as Appendix A to demonstrate pricing and overall budget. This budget may or may not be reflective of what the future contract will look like. Multiple bureaus have translation needs and have different types of needs from year-to-year, for example depending on the need to translate a handbook versus day-to-day translation needs.

**Question 2:** In Part IV - Summary of Experience and Past Successes it says, “This section shall contain a summary of the Proposer’s business experience, evidence of success providing the scope of services in this RFP, and individual experience for personnel who will provide this product or service.” **How long and detailed does this section need to be? Can you provide an example of what would be good evidence of success? We have many experienced personnel. Are you looking for details for individual personnel or more of a general description of our personnel expertise and experience?**

**Answer:** How robust this answer is, is dependent upon the vendor. Our main priority is that the vendor can provide proof they are able to meet the needs listed and have had similar clients with similar needs that were met fully and in a timely fashion.

**Question 3:** In Part VII - Additional Required or Supporting Documents it says, “Consider making available examples of statewide evaluation and training materials and resources through online shared folder(s). Provide the link in this section and indicate content included in the link. Examples may include logic models, training materials, pre-recorded presentations, other resources, etc. Be sure the link is set for sharing.” **How do these apply to Language Assistance Services? Can you please give us a few examples of other supporting documents we can provide?**

**Answer:** Interpretation is a multi-faceted service. Vendors should have a process determining whether interpreters and/or translators can accurately provide services related to education, for example a decision tree for how the company decides their contracted workers are suitable for a given request. Examples of company training materials to help current interpreters be prepared for something such as special education evaluations would also demonstrate suitability. These are not required elements but would demonstrate the vendor is prepared to respond to the needs of the contract.

**Question 4:** Who are your current service providers?

**Answer:** Please see Appendix A.

**Question 5:** What are your current rates for translation, ASL, oral translation, translated transcription and voice-over services? (Please provide full and detailed information)

**Answer:** Please see Appendix A.

**Question 6:** How many words are usually translated on a monthly basis?

**Answer:** This fluctuates based on the varying needs of the different bureaus. Vendors can review the previous contract, Appendix A, to review anticipated historical need.

**Question 7:** How many hours of oral interpretation do you usually use per month?

**Answer:** This fluctuates based on the varying needs of the different bureaus. Vendors can review the previous contract, Appendix A, to review anticipated historical need.

**Question 8:** How many hours of ASL do you usually use per month?

**Answer:** We have not previously used ASL interpreting but would like the option to be able to do so in the future.

**Question 9:** What is the anticipated contract value?

**Answer:** That has not been determined yet, but you can view the most recent historical contract attached in Appendix A.

**Question 10:** Could you please confirm whether or not it is permissible to bid on one or more Absolute Priority items/services, or whether all services are required from one incumbent?

**Answer:** It is preferable that all absolute priorities are included in a proposal, but all proposals will be considered regardless of whether they address all priorities. As the total score is determined in aggregate, if a vendor does not respond to all priorities, they are less likely to be chosen as their aggregate score will be decreased.

**Question 11:** Do you have an estimated annual volume for document translation requests only?

**Answer:** This fluctuates based on the varying needs of the different bureaus. Vendors can review the previous contract, Appendix A, to review anticipated historical need.

**Question 12:** Would NH DOE be able to share any past usage reports of all services?

**Answer:** Invoices are for internal purposes only.

**Question 13:** Roughly how many minutes or calls per year were required for telephonic interpretation services?

**Answer:** Historically, needs were primarily for document translation, but the department wants to establish a way for the public to call in proactively, so this volume is difficult to anticipate.

**Question 14:** Roughly many on-site interpretation sessions per year were needed?

**Answer:** This service was not used historically, but it is an option the department has offered to the public on an as-needed basis when hosting events, and anticipates it will be a need, but cannot predict frequency.

**Question 15:** Roughly how many minutes or calls per year were required for video remote interpretation?

**Answer:** Historically, needs were primarily for document translation, but the department wants to establish a way for the public to call in proactively and be able to interpret their district report cards online, so this volume is difficult to anticipate.

**Question 16:** Roughly what percent of over the phone interpretation services are used for Spanish versus all other languages?

**Answer:** Historically, needs were primarily for document translation, but the department wants to establish a way for the public to call in proactively, so this volume is difficult to anticipate.

**Question 17:** Are there any usage reports for all services that might indicate the volume of demand for each requested service by language?

**Answer:** Historically, and most frequently, the department translates a public-facing document at least into the top language, Spanish, and ideally into the top five, including Brazilian Portuguese, Arabic, Simplified Chinese, and Swahili.

**Question 18:** What is the volume of requests you receive annually for document translation services?

**Answer:** Historically, translation requests were internally generated for new documentation. In the future, we hope to offer the public (or at least school districts) a way to request that parent-facing documents can be translated in some of the top five languages (which may fluctuate).

**Question 19:** Aside from the languages listed in the RFP does the Department require translation into any other languages?

**Answer:** Please see Appendix B for a list of all languages reported in our K-12 schools. Most requests will be for our top five languages, but there may be a request to meet the needs of our students based on their heritage languages, exhaustively (for the current population) listed in Appendix B.

**Question 20:** Who within the department will utilize the services set out in the contract created from this RFP?

**Answer:** Multiple bureaus currently are part of the existing contract. Please refer to Appendix A. This contract should also allow for the public to reach out to the department in multiple modalities.

**Question 21:** What is the volume of requests you have annually for translated transcription?

**Answer:** Our previous provider could not provide this offering. We would like to offer a number for the public to call in and receive an oral translation of their district report card available online.

**Question 22:** What is the volume of request you have annually for voice-over interpretation?

**Answer:** Historically, none, but it is an option we would like provided.

**Question 23:** How many requests do you have with the requirement to meet deadlines with less than 24 hours' notice?

**Answer:** Historically, none, but it is an option we would like provided.

**Question 24:** What type of reporting requirements do you want? Do you want to be able to see usage by department user, or by billing segments for example.

**Answer:** Primarily, we would like to be able to categorize requests/total amounts by accounting unit.

**Question 25:** Will the department accept an excel spreadsheet containing pricing information, that includes a written narrative?

**Answer:** Yes.

**Question 26:** Does the department want a full list of available languages to be provided?

**Answer:** Ideally, yes.

**Question 27:** How many vendors does the Department currently work with to provide the required services?

**Answer:** One.

**Question 28:** Is the department looking for specific references, for example from other Departments of Education, or government bodies?

**Answer:** The first example given would be ideal, but not required. The intent is to understand if the services needed can be met satisfactorily.

**Question 29:** Part VII - Additional Required or Supporting Documents - we are unable to provide materials translated for other clients due to privacy and confidentiality agreements in place, how else can we meet this requirement?

**Answer:** A summary of examples with length and turnaround times would be helpful.

**Question 30:** Will a Certificate of Good Standing from the state our business is registered in be allowed, if we are not registered in New Hampshire?

**Answer:** You will need a Certificate from the State of New Hampshire.

**Question 31:** For OPI and VRI services, is it permissible to provide one rate for Spanish and one rate for non-Spanish languages?

**Answer:** Yes.

**Question 32:** Is it acceptable to provide select relevant attachments, such as a list of all available languages for interpreting services?

**Answer:** Yes.

**Question 33:** Has the state has any issues with the current incumbent?

**Answer:** No.

**Question 34:** Will there be heads up for weekend work?

**Answer:** All requests will be shared with a preferred timeline that the vendor can accept or reject.

**Question 35:** Regarding background checks, do linguists and freelancers have to undergo background checks as well? Please note this is not recommended as it will be very difficult to get the required linguists needed to support this contract.

**Answer:** If any subcontractor has any contact with the public in this role (which previously that has not been required), a background check would be necessary.

**Question 36:** Regarding background checks, would criminal background checks in other countries work for employees not based in the US?

**Answer:** The request is meant to demonstrate you have reputable staff. International criminal background checks would suffice, but the vendor holds liability for the conduct of their staff.

**Question 37:** For the following requirement: Vendor must have the capacity to meet deadlines with less than 24 hours' notice, Are the deadlines within 24 hours? Or are we getting less than 24 hours heads up?

**Answer:** Historically, all requests have been made prior to 24 hours of need.

**Question 38:** Will the State be performing any translation review?

**Answer:** No.

**Question 39:** Will we need to translate/replace any On-Screen Text within videos?

**Answer:** No.

**Question 40:** Are subtitles and captioning needed and should this be included in the quote?

**Answer:** This is not a required element, but could be an advantageous element to include.

**Question 41:** For the online platforms, we are not able to provide a link because it requires a username and password to access, can we provide screenshots instead?

**Answer:** Yes.

**Question 42:** Is there a specific format the State would like to receive the proposal?

**Answer:** Not beyond the RFP description.

**Question 43:** For the following requirement: Vendor must have the ability to access multiple media platforms to convert and relay both audio and video files. Can we get examples of what types of platforms? Is the State using any platforms for asset management that we would need to directly work with?

**Answer:** We may need some assistance with our websites. There are no asset management platforms.

**Question 44:** Please can the State clarify in more detail what is needed for Oral Translation as it is not clear. Is this something needed on demand through a toll free number?

**Answer:** The state would like to provide a number for the public to call in for translation services to have online materials interpreted for them if needed.

**Question 45:** Section 5: this provision states that all payment terms will be outlined in Exhibit C. I don't see this Exhibit, but can we have 30 day payment terms?

**Answer:** The Exhibit will be in the contact. Monthly invoices are an option.

**Question 46:** Section 5.4: Can the limitation of liability in this provision to be mutual?

**Answer:** The general provisions are not typically modified, and any modifications would need to be discussed with and approved by our lawyer.

**Question 47:** Section 9.1: Can the contractor terminate this agreement in the event the States breaches any of its obligations?

**Answer:** The general provisions are not typically modified, and any modifications would need to be discussed with and approved by our lawyer.

**Question 48:** Section 12.3: We'd like to make clear that we'll be able to use subcontracted linguists in ordinary course of our business without obtaining the State's prior written approval.

**Answer:** Please clearly state this and the rationale in your proposal.

**Question 49:** Can section 14.1.2 be removed as this is not applicable?

**Answer:** The general provisions are not typically modified, and any modifications would need to be discussed with and approved by our lawyer.

**Question 50:** Can a non-solicitation provision be added?

**Answer:** The general provisions are not typically modified, and any modifications would need to be discussed with and approved by our lawyer.

**Question 51:** Can mutual confidentiality be added or have an NDA when the contract is signed?

**Answer:** The potential for this and its scope would need to be discussed with our lawyer.

**Question 52:** Is NHED planning to make a single award or multiple awards? If so, how many LSPs/service lines will be awarded this contract?

**Answer:** One vendor will be selected.

**Question 51:** What certifications or accreditations are required for interpreters?

**Answer:** This is determined by the vendor but reviewed by the department for appropriateness.

**Question 52:** May we attach our pricing sheets with the proposal?

**Answer:** Yes.

**Question 53:** What is your reason for going to bid?

**Answer:** It is state policy not to be sole source.

**Question 54:** In an effort to select a quality provider, will you be looking for agencies who are HiTrust and ISO certified?

**Answer:** It is not a specific consideration but is helpful in making determination.

**Question 55:** What evidence would you need to see to determine if a vendor provides a quality translation?

**Answer:** It is the vendor's responsibility to determine what evidence could substantiate this.

**Question 56:** Are you open to utilizing AI solutions within the written translation workflow?

**Answer:** No. That does not meet federal requirements for compliance.

**Question 57:** Does the state utilize any internal resources for written translations?

**Answer:** No.

**Question 58:** Will you be willing to provide a debriefing after contract award for all vendors not selected?

**Answer:** Due to time restrictions, no.

**Question 59:** Can you please clarify exactly how many copies of the proposal is to be submitted? Based on the information in Section 8-Proposal Content and Requirements, it that's that the redacted version should be submitted in 2 sections- what is meant by that? Does that mean 2 files- 1 redacted and 1 unredacted will suffice?

**Answer:** Two files, one redacted and one with naming conventions.

**Question 60:** Does the Client provide equipment for on-site simultaneous interpretation (if simultaneous is needed)?

**Answer:** We can provide simultaneous interpreter kits, but would need that expectation clearly communicated.

**Question 61:** What percentage of your interpreting assignments are rush request, with less than 2 full business days' notice?

**Answer:** Historically, 0, but we would like the option.

**Question 62:** What file types, content type, etc. will be submitted for translation?

**Answer:** Historically, word and PDF, but would like a range of acceptable submission types.

**AGENCY CONTACT:** Ellie Riel

**E:Mail:** Eleanor.M.Riel@doe.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(this document must be signed)

\_\_\_\_\_ TEL. NO. \_\_\_\_\_  
(please type or print name)

**Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.**





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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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July 5, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education (NHED), Division of Learner Support to enter into a sole source contract with Propio LS, LLC, (VC #303090), Overland Park, Kansas, in an amount not to exceed \$18,000.00, to provide translation, interpretation, and transcription services effective upon Governor and Council through June 30, 2024. 86% Federal Funds, 14% General Funds.

Funds to support this request are available in FY 24 in the accounts titled Instructional Support, Title III English Learners, Federal Accountability, and IDEA-Special Ed-Elem/Sec as follows:

	<u>FY 24</u>
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$2,500.00
06-56-56-562010-25160000-102-500731 Contracts for Program Services	\$2,500.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-562010-25040000-102-500731 Contracts for Program Services	<u>\$3,000.00</u>
Total	\$18,000.00

**EXPLANATION**

The NHED is requesting a sole source contract with Propio LS, LLC in order to continue the valuable services they provide and to ensure these critical and federally required services for our English language learning families and communities remains uninterrupted. This vendor has been responsive, able to provide translations for numerous languages, and they ensure all translations are accurate.

Under this contract, Propio LS, LLC will continue to support the department in providing language assistance (interpretation and translation) services to the state's students and families with limited English proficiency when necessary. The goal is to eliminate or reduce, to the maximum extent practical, limited English proficiency as a barrier to accessing existing NHED resources, services and programs as



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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required under Title VI of the Civil Rights Act of 1964 (Title VI) and the Equal Educational Opportunities Act of 1974 (EEOA).

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

FE:mw:emr

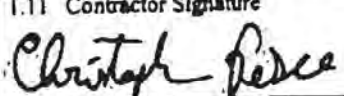
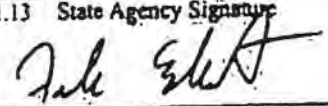
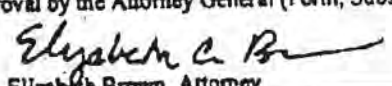
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

State Agency Name Department of Education		State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Propio LS, LLC		Contractor Address 10801 Mastin Street, Suite 580, Overland Park, KS 66210	
1.5 Contractor Phone Number 913-359-1691	Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2024	Price Limitation \$18,000
1.9 Contracting Officer for State Agency Jessica Lescarbeau, Administrator		1.10 State Agency Telephone Number 603-271-0058	
1.11 Contractor Signature  Date: 7/18/2023		1.12 Name and Title of Contractor Signatory Christopher Pesce Chief Financial Officer	
1.13 State Agency Signature  Date: 8/2/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  Elizabeth Brown, Attorney On: 8/2/2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform; and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor; and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

Additional Exhibits D-G

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

## EXHIBIT B

### SCOPE OF SERVICES

Propio LS, LLC (Vendor Code 303090) will provide translation, interpretation, transcription, and other services, on an as needed basis, to the New Hampshire Department of Education (NHED) effective upon Governor & Council approval through June 30, 2024:

- Provide an assigned Implementation Manager who will:
  - o Create and customize account setting including language selection menu and intake questions
  - o Distribute important collateral and training materials
  - o Host live training sessions to demonstrate product features, discuss unique use cases, and answer questions
  - o Provide updates on program performance
  - o Reconfigure account settings in response to the NHED's needs
- Provide a Dedicated Client Success Manager who will:
  - o Answer questions and respond to the NHED's requests
  - o Provide ongoing training for new employees and host refresher conference calls as needed
  - o Discuss program performance
  - o Demonstrate new product features
  - o Oversee any custom reporting needs
- Provide services during normal business hours with some evening and weekend assignments as requested, with the ability to meet deadlines with less than 24 hours' notice
- Provide accurate, high-quality interpreters (employees and/or subcontractors) trained and certified according to professional and ethical standards
- Provide an online platform to simplify scheduling, notification, billing, and other administrative services through a central contact
- Access multiple document management platforms in order to provide exact duplicates of documents into target-languages
- Access multiple media platforms in order to convert and relay both audio and video files
- Provide document translation, from written word as well as video and audio file
- Provide on demand interpretation (both in-person and remote) through oral or sign language communication
- Provide translated transcription, producing a written, printed or typed copy of words that have been spoken
- Provide Voice-Over interpretation, orally interpreting and recording from audio or video file



**EXHIBIT C**

**Budget through June 30, 2024**

**Over the Phone Interpretation Pricing:**

Service	Language	Rate Per Minute
Over The Phone Interpretation (OPI)	Spanish	\$ .49
Over The Phone Interpretation (OPI)	All Other Languages	\$ .73
Video Remote Interpretation (VRI)	Spanish	\$ .73
Video Remote Interpretation (VRI)	All Other Languages	\$ .73
Video Remote Interpretation (VRI)	American Sign Language	\$1.25

The per minute price is all inclusive of initial setup costs and training costs and shall be held for the entirety of the contract.

**Document Translation Pricing:**

Source language	Target language	Task	Unit price*	Unit type
English (United States)	Arabic	Translation	\$0.15	Word(s)
English (United States)	Burmese	Translation	\$0.24	Word(s)
English (United States)	Chinese (Simplified, PRC)	Translation	\$0.16	Word(s)
English (United States)	Chinese (Traditional, Taiwan)	Translation	\$0.18	Word(s)
English (United States)	French (Canada)	Translation	\$0.26	Word(s)
English (United States)	French (France)	Translation	\$0.25	Word(s)

EXHIBIT C continued

English (United States)	German	Translation	\$0.25	Word(s)
English (United States)	Haitian (Creole)	Translation	\$0.27	Word(s)
English (United States)	Hindi	Translation	\$0.15	Word(s)
English (United States)	Hmong	Translation	\$0.22	Word(s)
English (United States)	Italian	Translation	\$0.20	Word(s)
English (United States)	Japanese	Translation	\$0.26	Word(s)
English (United States)	Karen	Translation	\$0.27	Word(s)
English (United States)	Korean	Translation	\$0.19	Word(s)
English (United States)	Nepali	Translation	\$0.21	Word(s)
English (United States)	Persian (Iran)	Translation	\$0.19	Word(s)
English (United States)	Polish	Translation	\$0.18	Word(s)
English (United States)	Portuguese (Brazil)	Translation	\$0.15	Word(s)
English (United States)	Portuguese (Portugal)	Translation	\$0.17	Word(s)
English (United States)	Russian	Translation	\$0.16	Word(s)
English (United States)	Somali	Translation	\$0.22	Word(s)
English (United States)	Spanish (Puerto Rico)	Translation	\$0.14	Word(s)
English (United States)	Spanish (Mexico)	Translation	\$0.14	Word(s)
English (United States)	Spanish (United States)	Translation	\$0.14	Word(s)
English (United States)	Swahili	Translation	\$0.21	Word(s)
English (United States)	Tagalog	Translation	\$0.24	Word(s)
English (United States)	Ukrainian	Translation	\$0.17	Word(s)
English (United States)	Vietnamese	Translation	\$0.15	Word(s)
English (United States)	All Other Languages	Translation	\$0.27	Word(s)

\*All rates are applicable for Translation Memory discounts as described on the following page.

All projects are subject to a \$75 minimum fee per order

**EXHIBIT C continued**

**Other Services Pricing:**

Other Services	Unit price	Unit type
Rush Fee	15%	Order
Notarized Certificate	\$20.00	Order
Desktop Publishing	\$55.00	Hour(s)
Language Work	\$70.00	Hour(s)
508 Remediation	\$4.00	PDF Page
Website Internationalization	\$125.00	Hour(s)
Video/Audio Engineering	\$75.00	Hour(s)
Software Development	\$125.00	Hour(s)

**Discounts using Translation Memory:**

Translation memories can be created and organized by Department, Content Type, or Type of Facility

Translation Memory Category	Discount on word rate
110% match (Perfect Match)	95%
100% match	60%
95% match	60%
85% match	40%
75% match	30%
New words	0%

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PROPIO LS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 28, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 905165

Certificate Number: 0006268057



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group 8855 West 78th Street, Ste 100 Eden Prairie MN 55344	CONTACT NAME: Amanda Kimmerle
	PHONE (A/C, No. Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL: akimmerle@christensengroup.com ADDRESS:
INSURED Propio LS, LLC	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizen Ins. Co. of America
	INSURER B: Allmerica Financial Benefit
	INSURER C: Underwriters at Lloyd's
	INSURER D:
	INSURER E:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		USED	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				06/21/2023	06/21/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	AUTOMOBILE LIABILITY				06/21/2023	06/21/2024	COMBINED SINGLE LIMIT (Ea Occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per Occurrence)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR				06/21/2023	06/21/2024	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 3,000,000
								\$
								\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				08/21/2023	06/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional & Technology E&O				06/21/2023	06/21/2024	Prof & Tech E&O Liab	\$5,000,000
	Cyber Liability						Cyber Liab	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Education 25 Hall St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## Appendix B. All Languages in State

Spanish (Espanol, Castellano, Castilian)  
Portuguese (Português)  
Swahili (Kiswahili, Kisuaheli, Suahili)  
Arabic (Macrolanguage - contains 30 individual lan  
Chinese  
Nepali (Nepalese, Gorkhali, Gurkhali, Khaskura, Pa  
Vietnamese (Kinh, Gin, Jing, Ching, Viet, Annameese  
French  
Gujarati  
Russian (Russki)  
Kinyarwanda  
Ukrainian  
Telugu (Telegu, Andhra, Gentoo, Tailangi, Telangir  
Somali (Af-Soomaali, Af-Maxaad Tiri, Common Somali  
Tamil (Tamalsan, Tambul, Tamili, Tamal, Damulian)  
Indonesian (Bahasa Indonesian)  
Bosnian  
Haitian Creole French (Kreyol; Aiysyen)  
Hindi  
Urdu  
Tagalog  
Turkish (Anatolian)  
Persian (Macrolanguage) - See Farsi Eastern  
Central Khmer  
Pashto/Pushto - Microlanguage - contains 3 individ  
Albanian  
English Non-US  
Burmese (Bama, Bamachaka, Myen, Myanmar)  
Thai (Central Tai, Standard Thai, Thaiklang, Siame  
Creoles and pidgins, English based  
Lao (Laotian Tai; Laotian; Phou Lao; Eastern Thai  
Dinka (Macrolanguage - contains 5 individual langu  
Polish (Polski, Polnisch)  
Filipino (Pilipino)  
Lingala (Ngala)  
Greek  
Japanese

Panjabi, Western (Western Punjabi, Lahnda, Lahanda  
Malayalam (Alealum; Malayalani; Malayali; Malean  
Abkhazian  
Yoruba (Yooba, Yariba)  
Korean (Hanguohua; Hanguk Mal)  
Kannada (Kanarese, Canarese, Banglari, Madrassi)  
Afghan Persian, Dari  
Bulgarian  
Bengali  
Croatian  
Creoles and pidgins, French-based  
German  
Italian  
Marathi (Maharashtra; Maharathi; Malhatee; Marthi  
Mon-Khmer languages  
Rundi  
Twi  
Tigrigna (Tigrinya, Tigray)  
Mandingo (Macrolanguage - contains 7 individual la  
Hebrew  
Creoles and pidgins  
Afrikaans  
Bantu (Collection of Languages)  
Hungarian (Magyar)  
Kurdish (Macrolanguage - contains 3 individual lan  
Rohingya  
Swedish  
Serbian (Montenegrin)  
Shona  
Sinhala; Sinhalese  
Romanian; Moldavian; Moldovan  
Niger-Kordofanian languages  
Latvian  
Bemba  
Chichewa; Chewa; Nyanja  
Danish  
Dutch; Flemish  
Austronesian languages  
Azerbaijani  
Akan (Asante, Asanti, Ashanti, Fanti; Twi)  
Acholi (Acoli, Atscholi, Shuii, Gang, Lwoo, Akoli,



Armenian

Malay - Macrolanguage - contains 37 individual lan

Kikuyu; Gikuyu

Multiple languages

Philippine languages

Slovak (Slovakian)

Undetermined

Soninke

Southern Altai

Zulu

Uzbek (Macrolanguage - contains 2 languages)

Mayan languages

Ibo (Igbo)

Kazakh (Kazak, Kaisak, Kosach, Qazaq)

Assamese

American Sign Language

Belarusian

Fulah (Macrolanguage contains 9 individual languag