NASPO ValuePoint
PARTICIPATING ADDENDUM

REMOTE INTERPRETING & TRANSLATING SERVICES

Led by the State of **New Mexico**

Master Agreement #: **40-00000-24-00076AB** *(hereinafter "Master Agreement")*

Contractor: **BROMBERG & ASSOCIATES, LLC** *(hereinafter "Contractor")*

Participating State: **STATE OF HAWAII** *(hereinafter "Participating State")*

State of Hawaii, State Procurement Office (SPO) Price List Contract No. 27-07

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 40-00000-24-00076AB with Bromberg & Associates, LLC.

1. Scope: This addendum covers the Remote Interpreting & Translating Services led by the State of New Mexico for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.

2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jessica Yaacoub
Address:	32910 W. Thirteen Mile Road, Suite E-504 Farmington Hills, MI 48334
Telephone:	(313) 831-7651
Fax:	(888) 225-1912
Email:	jessica@brombergtranslations.com

Participating State

Name:	Alan Yeh
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	(808) 587-3355
Fax:	(808) 586-0570
Email:	alan.yeh@hawaii.gov

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

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

Changes:

A. eProcurement System and Marketplace

The State of Hawaii, State Procurement Office, has instituted a statewide eProcurement system, Aloha eBuys. Periscope Holdings, Inc. ("Periscope"), the State's eProcurement system provider, has implemented Aloha eBuys, which will allow Participating Entities to easily search and purchase from this price/vendor list contract. Therefore, Contractor acknowledges and agrees to the following, which requirements are separate from and additive to any of Contractor's requirements under the NASPO ValuePoint Master Agreement.

i. Remittance of the VCAF – On a quarterly basis, and at the same time as the submission of the Quarterly Sales Report per the above, the Contractor shall remit the VCAF via Automated Clearing House (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the State, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30, December 31, March 31, and June 30 of each year. Periscope's or the State's receipt or acceptance of any Quarterly Sales Report and/or VCAF furnished pursuant to the Contract shall not preclude Periscope or the State from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or VCAF timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the Aloha eBuys marketplace. Continued non-compliance by the Contractor may result in the Contractor being found in default of the Contract and, thus, may be subject to termination. Assistance with VCAF remittance is available from the Periscope Customer Service by email or telephone, which contact information shall be providing during Contractor's onboarding.

ii. Catalog Implementation – Contractor shall cooperate with State and/or Periscope as requested, including attendance of meetings, to include and maintain throughout the term an Aloha eBuys marketplace catalog of products and services consistent with and limited to the Contract items. Contractor may choose one of the following catalog options.

a. Hosted Catalog – Contractor shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. In order to maintain the most up-to-date version of the product and service list in compliance with Contract terms, Contractor must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.

b. Punchout Catalog – Contractor shall "punch out" to its own online catalog, provided that its own online catalog is capable of being integrated with the Aloha eBuys marketplace via Commerce eXtensible Markup Language. Contractor's punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor must validate its punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Contractor has audited the offered products and services and pricing.

c. Marketplace Presence – If the Contractor does not have a product listing to create a hosted or punchout catalog, they shall establish a marketplace presence that includes detailed Contractor information contact details, marketing materials, website URLs showcasing their awarded products and services, and any additional resources to assist buyers in making purchases. Any pricing displayed must be consistent with the prices listed in the contract, ensuring transparency and alignment for potential buyers.

Any price stated by Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the VCAF, and Contractor shall not reflect the VCAF as a separate line item on customer quotes and invoices.

Contractor shall 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of this Amendment, and 2) complete upload of the hosted catalog or integration of the punchout catalog as well as the approval process(es) within ninety (90) calendar days of the date of execution of this Amendment. Contractor shall cooperate with State and Periscope for any other reasonable requests to ensure a catalog's accurate depiction of the Contract.

Any changes to Contractor's catalog permitted by the Contract must be pre-approved in writing by the State.

iii. Vendor and Contract Performance Reviews – The State and/or Periscope may reasonably request Contractor to participate virtually in an annual business review, for which review Contractor shall provide Contract sales information as well as marketing action plans, target strategies and staff training plans and requirements designed to grow utilization of the Contract. Periscope shall also provide and discuss Quarterly Sales Reporting and VCAF remittance compliance data.

iv. Retention and Inspection of Records and Audit – The Contractor shall keep records of all Sales in sufficient detail to enable the State or Periscope to determine the VCAF payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's Sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the VCAF, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and Periscope for the cost of the audit.

B. Quarterly Sales Reporting

The Contractor shall be required to submit a quarterly report documenting all Sales made under the Contract ("Quarterly Sales Report"). ''Sales'' shall mean total invoices for gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured on or utilizing pricing and/or other terms of this Contract, regardless of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope's reporting tool to which a link shall be provided to Contractor), or otherwise as reasonably directed by Periscope or State. Quarterly Sales Report will include any periods less than a full calendar quarter if Amendment and/or Contract does not start at the first day of a quarter or end on the last day of the quarter.

Contractor shall submit one Quarterly Sales Report for each contract for each reporting period in accordance with the following schedule:

	Date Range	**Due No Later Than**
Fiscal Year, Quarter 1	July 1 – September 30	October 31
Fiscal Year, Quarter 2	October 1 – December 31	January 31
Fiscal Year, Quarter 3	January 1 – March 31	April 30
Fiscal Year, Quarter 4	April 1 – June 30	July 31

The Quarterly Sales Report must contain the following information:

i. Complete and accurate details of all Sales, credits, returns, refunds, and the like for the reporting quarter;
ii. Purchasing Participating Entity and type;
iii. Product/service description, unit price, quantity and total sale amount;
iv. Invoice number and date;
v. Total Vendor Collected Administrative Fee amount due for the reporting quarter. "Vendor Collected Administrative Fee (VCAF)'' shall mean that for all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Contractor shall remit a VCAF in the amount of one and one-half percent (1.5%) of all Sales to Periscope on behalf of the State;
vi. Such other information as the State and Periscope may reasonably request; and
vii. If no Sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero Sales and zero VCAF due.

Initiation and submission of the Quarterly Sales Report are the responsibility of the Contractor without prompting or notification by Periscope or the State, and Periscope and the State assume no responsibility for any Contractor's failure to meet its sales reporting and fee remittance obligations. The State reserves the right to contact Contractor at any time to request that Contractor attest to the amounts reported to have been paid to them by Participating Entities.

The State and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

C. Validity of this Addendum

Any of its terms or provisions, as well as the rights and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. The attached Exhibit A, Attorney General's General Conditions, is made part of this Addendum. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

D. Inspection of Facilities

Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.

E. Campaign Contributions

The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.

F. Non-Mandatory

Purchases by State of Hawaii government entities under this Master Agreement are not mandatory. This addendum is non-exclusive and any conflict among documents shall follow the Order of Precedence described in the Master Agreement.

G. pCard

The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, School Facilities Authority, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than $2,500. For purchases of $2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

H. Compliance

Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

i. Chapter 237, General Excise Tax Law;
ii. Chapter 383, Hawaii Employment Security Law;
iii. Chapter 386, Workers' Compensation;
iv. Chapter 392, Temporary Disability Insurance;
v. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance via HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date they are received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

<u>HRS Chapter 237 tax clearance requirement</u>. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX). Vendors are also required to submit an approved document (i.e. Tax Clearance Report (TCR), Letter of Determination, etc.) from the Internal Revenue Service (IRS). Tax clearance certificates will have a scannable QR code that can be validated. This enables tax clearance certificates to be processed electronically and printed by the taxpayer. The QR code can be scanned using a web enabled device, such as a smart phone, to confirm authenticity and validity. A tax clearance certificate may be revoked by the Department when the taxpayer falls out of tax compliance.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.

<u>HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements</u>. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

<u>Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.</u> Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at http://cca.hawaii.gov/breg/.

I. Effective Date and Contract Period

This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

J. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain all required licenses through the duration of the contract and Participating Addendum.

K. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and its Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorize access/use of information, and identity theft) within limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

Each insurance policy required by this contract, including a Subcontractor’s policy, shall contain the following clauses:

i. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

ii. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker’s Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in this Addendum and Contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Addendum and Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price/vendor list.

L. Special Provisions for Purchases During Declared Disasters

The attached Exhibit B, Required FEMA Disaster Provisions are made part of this addendum. FEMA requires inclusion of certain provisions for the State to receive reimbursement.

M. Hawaii Electronic Information Technology Disability Access Standards

The attached Exhibit C, Hawaii Electronic Information Technology Disability Access standards, is made part of this Addendum. All electronic information technology developed or provided under this contract or procurement shall comply with applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).

N. Notwithstanding any broader scope stated in the Master Agreement, purchases under this Participating Addendum are limited solely to Video Remote Interpreting services for American Sign Language. Over-the-Phone Interpreting, document translation, and Video Remote Interpreting for any other language are not authorized under this Participating Addendum.

5. Lease Agreements: Leasing is not authorized by this Addendum.

6. Subcontractors: All contractors, dealers, and resellers authorized in the State of Hawaii, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are not allowed under this Addendum.

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

8. Freight Charges (unless otherwise stated in the master contract): Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions: All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 27-07 and the NASPO ValuePoint Master Agreement Number 40-00000-24-00076AB.

Purchase Orders and Payments shall be made to Bromberg & Associates, LLC or its authorized subcontractors, if any.

10. Invoices and Payment Instructions: Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

    County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at http://tax.hawaii.gov/geninfo/countysurcharge.

    Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

11. Participating Entity as Individual Customer: Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

12. Entire Contract: This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties, and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations, or agreements whether, oral or written, with respect to the subject matter hereof.

    Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

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

Participating State: STATE OF HAWAII	Contractor: BROMBERG & ASSOCIATES, LLC
Signature: Bonnie A Kahakui	Signature: Jinny Bromberg
Name: BONNIE KAHAKUI	Name: JINNY BROMBERG
Title: Administrator, SPO	Title: President
Date: 08/18/2026	Date: 08/05/2026

APPROVED AS TO FORM:

Jung Min Lee 08/18/2026

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Abbi Chittenden
Telephone:	N/A
Email:	achittenden@naspo.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

GENERAL CONDITIONS

Table of Contents

GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. <u>Right to goods and work product.</u> The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. <u>Compensation.</u>

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. <u>Confidentiality of Material.</u>

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. <u>Publicity.</u> The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. <u>Ownership Rights and Copyright.</u> The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. <u>Liens and Warranties.</u> Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

SPECIAL PROVISIONS
(REQUIRED FEMA DISASTER PROVISIONS)
Updated 02/19/2026

1. Administrative, Contractual, or Legal Remedies. For all contracts equal to or exceeding the Simplified Acquisition Threshold, set by the Civilian Acquisition Council and the Defense Acquisition Regulations Council pursuant to 48 CFR Part 2 and 41 U.S.C. 1908, Contractor agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Hawaii, General Conditions (AG-008), which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.

2. Termination for Cause and for Convenience. For all contracts in excess of $10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Hawaii, General Conditions (AG-008).

3. Equal Employment Opportunity. If this contract is for construction, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:
   A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
   D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (3) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis-Bacon Act. If the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, is applicable to this Contract, the Contractor shall comply with all applicable provisions of the Act and shall pay all laborers and mechanics employed under this Contract wages at rates not less than those contained in the applicable wage determination issued by the U.S. Department of Labor and incorporated into this Contract. Such wages shall be paid not less frequently than once weekly, in accordance with 40 U.S.C. § 3142. The Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, and the U.S. Department of Labor regulations at 29 C.F.R. Parts 1, 3, and 5. The Contractor shall not induce, by any means, any person employed in the construction, prosecution, completion, or repair of public work to give up any part of the compensation to which the person is otherwise entitled. All suspected or reported violations of the Davis-Bacon Act or the Copeland Anti-Kickback Act shall be referred to the U.S. Department of Labor, Wage and Hour Division, in accordance with applicable federal requirements. The contractor shall include these labor standards provisions in all subcontracts at any tier and shall be responsible for compliance

by any subcontractor or lower-tier subcontractor with all applicable Davis-Bacon and Copeland Act requirements.

5. Contract Work Hours and Safety Standards Act. If this contract in excess of $100,000 and is subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708, the Contractor shall comply with all applicable provisions of that Act and the U.S. Department of Labor regulations implementing it. Pursuant to 40 U.S.C. § 3702, the Contractor shall compute the wages of every laborer and mechanic employed on the Contract on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Clean Air Act and Federal Water Pollution Control Act. Contractor agrees to comply with paragraph 40 (Pollution Control) of the State of Hawaii, General Conditions (AG-008), and all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Energy Efficiency. To the extent applicable to this contract, Contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency of the State.

8. Excluded Parties List System. Contractor understands and agrees that if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management at www.SAM.gov as suspended or debarred, Contractor cannot be awarded this contract.

9. Byrd Anti-Lobbying Amendment. If this Contract is funded in whole or in part with federal funds and exceeds $100,000, the Contractor shall comply with the requirements of 31 U.S.C. § 1352 and the implementing regulations at 31 C.F.R. Part 21. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Recovered and Recycled Materials. To the extent applicable to this contract, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.323.

SPECIAL PROVISIONS
(REQUIRED FEMA DISASTER PROVISIONS)
Updated 02/19/2026

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.216.

12. Domestic Preferences for Procurements. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.322.

Exhibit C

Hawaii Electronic Information Technology Disability Access Standards

Published By: The Department of Accounting and General Services, Office of Enterprise Technology Services, & the
Disability and Communication Access Board

Effective Date: April 20, 2026
Version 1.2

Revision History

Revision Number	Date	Revised By	Description of Changes
1.0	01/01/2025	ETS/DCAB	Initial release
1.1	01/22/2025	ETS/DCAB	Minor wording, diacritical mark, and formatting changes
1.2	04/21/2026	ETS/DCAB	DOJ compliance deadline updated to the extended date of April 26, 2027; corrected the effective date of DOJ rule; expanded hyperlinks for printability; minor appendix edits

Table of Contents

Purpose

The State of Hawaiʻi is committed to providing individuals with disabilities access to electronic information technology (EIT) equivalent to access provided to individuals without disabilities.

The purpose of the Hawaii Electronic Information Technology Disability Access Standards, henceforth referred to as the Access Standards, is to establish minimum accessibility requirements to ensure that all electronic information technology developed, purchased, used, or provided by a state entity are made accessible to individuals with a disability.

Scope

These Access Standards apply to all state entities: the executive, legislative, and judicial branches of the State, including its departments, divisions, agencies, offices; public bodies; public elementary, secondary, and postsecondary schools; and the University of Hawaiʻi. State entities that contract with other entities to provide public service have an obligation to ensure that their contractors comply with these Access Standards.

These Access Standards apply to all EIT developed, purchased, used, or provided by a state entity, and all substantial modifications made by a state entity to EIT. Electronic information technology means electronic information, software, systems, and equipment used in the creation, manipulation, storage, display, or transmission of data, including: (1) Internet and intranet systems; (2) Websites and interfaces; (3) Software applications; (4) Operating systems; (5) Video and multimedia; (6) Telecommunication products; (7) Electronic and digital kiosks; (8) Information transaction machines; (9) Copiers and printers; and (10) Desktop and portable computers.

Background

Section 504 of the Rehabilitation Act of 1973 is a United States federal law that prohibits discrimination on the basis of disability in programs and activities that receive federal financial assistance.

Section 508 of the Rehabilitation Act requires federal agencies to make their electronic and information technology (EIT), also referred to as information and communication technology (ICT), accessible to people with disabilities. The law (29 U.S.C. § 794 (d)) applies to all federal agencies when they develop, procure, maintain, or use EIT. Under Section 508, access must be comparable to that available to employees and members of the public without disabilities.

The federal Americans with Disabilities Act (ADA) of 1990 extended anti-discrimination protections to various sectors beyond those covered by federal funding, including state and local governments. ADA Title II covers public services and accommodations.

Regulations issued by the U.S. Department of Justice (DOJ) on April 24, 2024, revised the ADA Title II regulations to specify that the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA is the technical standard for state and local governments' web content and mobile apps.

In 2022, Hawaiʻi State Senate Bill 2144 was passed into law as Act 172, requiring the Office of Enterprise Technology Services, in consultation with the Disability and Communication Access Board and a working group composed of stakeholders, to develop and publish electronic information technology (EIT) accessibility standards to be implemented by all state entities.

The accessibility standards, referred to as the Hawaii Electronic Information Technology Disability Access Standards, shall require that all electronic information technology developed, purchased, used, or provided by a state entity be made accessible to individuals with a disability, consistent with federal standards to implement section 508 of the Rehabilitation Act of 1973, as amended, and the web access standards issued by the World Wide Web Consortium Web Accessibility Initiative, including functional performance criteria and technical requirements for accessibility.

Authorities

A. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) https://www.govinfo.gov/content/pkg/USCODE-2011-title29/html/USCODE-2011-title29-chap16-subchapV-sec794d.htm
B. Americans with Disabilities Act of 1990, As Amended (42 U.S.C. §§ 12101–12213) https://www.ada.gov/law-and-regs/ada/
C. Act 172, Session Laws of Hawaiʻi 2022 – Relating to Electronic Information Technology Accessibility for Persons with Disabilities https://www.capitol.hawaii.gov/sessions/session2022/bills/GM1273_.PDF
D. DOJ Rule, Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities (28 C.F.R. Part 35 Subpart H) https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.200

Dates

Effective Date of DOJ Rule: June 24, 2024.
Effective Date of DOJ Interim Final Rule: April 20, 2026.

Extension of Compliance Date: In accordance with 28 C.F.R. § 35.200 (DOJ Rule), a public entity with a total population of 50,000 or more shall ensure compliance with DOJ Interim Final Rule by April 26, 2027 (extended from April 24, 2026).

DOJ Rule, 28 C.F.R. § 35.200 Requirements for web and mobile accessibility:
https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.200

DOJ Interim Final Rule on Extension of Compliance Date:
https://www.federalregister.gov/documents/2026/04/20/2026-07663/extension-of-compliance-dates-for-nondiscrimination-on-the-basis-of-disability-accessibility-of-web

Roles and Responsibilities

A. The Office of Enterprise Technology Services (ETS) Chief Information Officer (CIO):
    a. Oversees development and publication of the Hawaii Electronic Information Technology Disability Access Standards.
    b. Provides vision and direction for ensuring that electronic information technology (EIT) developed, purchased, used, or provided by a state entity is accessible to individuals with a disability.

   c. Reviews the Access Standards every three years after the date of initial publication, or more frequently if deemed necessary by the ETS CIO, and amends the Access Standards to reflect advances or changes in electronic information technology.

B. The Disability and Communication Access Board (DCAB):
   a. Provides ETS CIO consultation to develop and publish the Access Standards.
   b. Provides ETS CIO consultation to carry out the triennial Access Standards review and amendments.
   c. Provides guidance to state agencies regarding the Access Standards.

C. Department/Agency Director (or equivalent or designee):
   a. No later than 6 months after publication of the Access Standards, review the Access Standards and revise their department's/agency's procurement and development rules, policies, and procedures to incorporate the Access Standards.
   b. No later than 6 months after the publication of any amendment, review the Access Standards and revise their department's/agency's procurement and development rules, policies, and procedures to incorporate the Access Standards.
   c. Ensure conformance to the Access Standards.
   d. Ensure the relevant Access Standards compliance language is included in all contractual actions for electronic information technology items and services.

D. Department/Agency ADA Coordinators:
   a. Receive and process grievances alleging discrimination on the basis of disability.

E. Department/Agency EEO Officer (or equivalent):
   a. Receive and process employee grievances alleging discrimination on the basis of disability.

Functional Performance Criteria and Technical Requirements

Act 172, Session Laws of Hawaiʻi (SLH) 2022, requires the Access Standards to be consistent with (1) accessibility standards issued by the United States Access Board which implement Section 508 of the Rehabilitation Act of 1973, as amended, and (2) web access standards issued by the World Wide Web Consortium Web Accessibility Initiative.

All electronic information technology that is procured, developed, maintained, or used by state entities shall conform to the following:

A. Section 508 Standards (36 C.F.R. Part 1194)
   a. Appendix A to 36 C.F.R. Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements https://www.access-board.gov/ict/#E101-general
   b. Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements https://www.access-board.gov/ict/#301-general

B. Web Content Accessibility Guidelines (WCAG) 2.1 Level A and AA (https://www.w3.org/TR/WCAG21/) or a subsequent version as adopted by the United States Access Board or Department of Justice.

Section 508 Standards

Under Section 508 of the Rehabilitation Act of 1973, as amended, federal agencies must provide individuals with disabilities, including employees and members of the public, access to information comparable to access available to others.

The functional performance criteria under Section 508 are as follows:

- **Without Vision:** Where a visual mode of operation is provided, information and communication technology (ICT) shall provide at least one mode of operation that does not require user vision.
- **With Limited Vision:** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- **Without Perception of Color:** Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- **Without Hearing:** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- **With Limited Hearing:** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- **Without Speech:** Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- **With Limited Manipulation:** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- **With Limited Reach and Strength:** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- **With Limited Language, Cognitive, and Learning Abilities:** ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Please refer to the Appendix for a full extract of *Appendix C to Part 1194—Functional Performance Criteria and Technical Requirements* of the Section 508 of the Rehabilitation Act.

WCAG 2.1 Level A and AA

The WCAG 2.1 Level A and AA will make web content more accessible to people with disabilities, including people with visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. Although WCAG 2.1 Level A and AA cover a wide range of issues, they are not able to address the needs of people with all types, degrees, and combinations of disability. WCAG 2.1 Level A and AA also make web content more usable by older individuals with changing abilities due to aging and often improve usability for users in general.

The basic principles that lay the foundation necessary for anyone to access and use web content are as follows:

1. **Perceivable** - Information and user interface components must be presentable to users in ways users can perceive.
    - This means that users must be able to perceive the information being presented (it cannot be invisible to all of their senses).
2. **Operable** - User interface components and navigation must be operable.

    - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform).
3. **Understandable** - Information and the operation of user interface must be understandable.
    - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding).
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
    - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible).

Exceptions

Electronic information technology (EIT) may be exempt from the Disability Access Standards as specified by the U.S. Access Board at the following website: https://www.access-board.gov/ict/#E202-general-exceptions. Exceptions applicable at the federal level apply to the state with the implementation of the Access Standards.

The Access Standards shall not require the installation of specific accessibility-related software or peripheral devices at the workstation of an employee who is not an individual with a disability; the Access Standards require all workstation technology used by a state entity to be compatible with accessibility-related software and peripheral devices.

Section 508 E202 General Exceptions

- **E202.1 General** – Information and communication technology (ICT) shall be exempt from compliance with the Revised 508 Standards to the extent specified by E202.
- **E202.2 Legacy ICT** – Any component or portion of existing ICT that complies with an earlier standard issued pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (as republished in Appendix D), and that has not been altered on or after January 18, 2018, shall not be required to be modified to conform to the Revised 508 Standards.
- **E202.3 National Security Systems** – The Revised 508 Standards do not apply to ICT operated by agencies as part of a national security system, as defined by 40 U.S.C. 11103(a).
- **E202.4 Federal Contracts** – ICT acquired by a contractor incidental to a contract shall not be required to conform to the Revised 508 Standards.
- **E202.5 ICT Functions Located in Maintenance or Monitoring Spaces** – Where status indicators and operable parts for ICT functions are located in spaces that are frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment, such status indicators and operable parts shall not be required to conform to the Revised 508 Standards.
- **E202.6 Undue Burden or Fundamental Alteration** – Where an agency determines in accordance with E202.6 that conformance to requirements in the Revised 508 Standards would impose an undue burden or would result in a fundamental alteration in the nature of the ICT, conformance shall be required only to the extent that it does not impose an undue burden, or result in a fundamental alteration in the nature of the ICT.
- **E202.6.1 Basis for a Determination of Undue Burden** – In determining whether conformance to requirements in the Revised 508 Standards would impose an undue burden on the agency, the

agency shall consider the extent to which conformance would impose significant difficulty or expense considering the agency resources available to the program or component for which the ICT is to be procured, developed, maintained, or used.

- **E202.6.2 Required Documentation** – The responsible agency official shall document in writing the basis for determining that conformance to requirements in the Revised 508 Standards constitute an undue burden on the agency, or would result in a fundamental alteration in the nature of the ICT. The documentation shall include an explanation of why and to what extent compliance with applicable requirements would create an undue burden or result in a fundamental alteration in the nature of the ICT.
- **E202.6.3 Alternative Means** – Where conformance to one or more requirements in the Revised 508 Standards imposes an undue burden or a fundamental alteration in the nature of the ICT, the agency shall provide individuals with disabilities access to and use of information and data by an alternative means that meets identified needs.
- **E202.7 Best Meets** – Where ICT conforming to one or more requirements in the Revised 508 Standards is not commercially available, the agency shall procure the ICT that best meets the Revised 508 Standards consistent with the agency's business needs.
- **E202.7.1 Required Documentation** – The responsible agency official shall document in writing: (a) the non-availability of conforming ICT, including a description of market research performed and which provisions cannot be met, and (b) the basis for determining that the ICT to be procured best meets the requirements in the Revised 508 Standards consistent with the agency's business needs.
- **E202.7.2 Alternative Means** – Where ICT that fully conforms to the Revised 508 Standards is not commercially available, the agency shall provide individuals with disabilities access to and use of information and data by an alternative means that meets identified needs.

DOJ Rule Exceptions

The requirements of 28 C.F.R. § 35.200 do not apply to the following:

A. **Archived web content** - Archived web content as defined in 28 C.F.R. § 35.104.
B. **Preexisting conventional electronic documents** - Conventional electronic documents that are available as part of a public entity's web content or mobile apps before the date the public entity is required to comply with this subpart, unless such documents are currently used to apply for, gain access to, or participate in the public entity's services, programs, or activities.
C. **Content posted by a third party** - Content posted by a third party, unless the third party is posting due to contractual, licensing, or other arrangements with the public entity.
D. **Individualized, password-protected or otherwise secured conventional electronic documents**. Conventional electronic documents that are:
    1. About a specific individual, their property, or their account; and
    2. Password-protected or otherwise secured.
E. **Preexisting social media posts** - A public entity's social media posts that were posted before the date the public entity is required to comply with this subpart.

28 C.F.R. § 35.201 Exceptions:
https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-H/section-35.201

28 C.F.R. § 35.104 Definition of Archived web content:

https://www.ecfr.gov/current/title-28/chapter-I/part-35/subpart-A/section-35.104

Accessibility Recommendations

The best strategy to address accessibility compliance involves a comprehensive and proactive approach, which includes planning and accessibility testing throughout the product lifecycle. To ensure that state entities implement the accessibility standards, the following recommendations for planning, reporting, monitoring, and enforcement should be considered.

Incorporate Accessibility Early in the IT Project Roadmapping and Planning Phases

State entities must consider the Access Standards in all IT project plans that include an investment in new or existing electronic information technology.

- Accessibility requirements must be included in the project specifications of new systems, especially in the modernization of major systems, and be evaluated throughout any major enhancements of existing systems during the design and development phases.
- Governing IT entities and/or IT management shall provide reference to the Access Standards to the state entities during IT governance roadmapping and planning phases for IT projects.

Incorporate Accessibility in the Procurement Phase

No later than six months after the publication of the Access Standards, each state entity shall review the standards and revise the entity's existing procurement rules, policies, and procedures to incorporate the standards.

- To ensure compliance, state entities shall include a requirement similar to the following whenever procuring information technology:

  All electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).

- State entities must clearly communicate the expectation that vendors and contractors are held to the Access Standards.
- State entities shall keep documentation of their accessibility evaluation and selection criteria for the evaluation of proposals.
- Where applicable, the vendor shall provide the state entity with its most recent Accessibility Conformance Report (ACR).

Voluntary Product Accessibility Template (VPAT®)

A Voluntary Product Accessibility Template (VPAT®) (https://www.section508.gov/sell/acr/) is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation meet (conform to) the Revised 508 Standards for IT accessibility. VPAT® helps Federal agency contracting officials and government buyers to assess ICT for accessibility when doing market research and evaluating proposals.

Government solicitations which include ICT will specify accessibility requirements, indicating which provisions are required to ensure the deliverable is accessible. A VPAT® is a good way to address the accessibility requirements defined in the solicitation.

Establish Monitoring and Reporting Mechanisms

Implement a system for ongoing monitoring of EIT accessibility and establish reporting mechanisms that can show conformance status over time.

- **Automated Accessibility Testing and Reporting:** Implement automated accessibility testing tools that can scan state websites, applications, and documents for common accessibility issues. These tools can help identify potential problems without requiring extensive manual effort.
    - Acquire access to the Siteimprove - https://siteimprove.com/en-us/content-accessibility/ automated evaluation tool via ETS. The state has a license to use Siteimprove for all Hawaii.gov websites.
- **Compliance Reporting:** Establish a system for agencies and departments to regularly report on their compliance with accessibility standards. This involves documenting efforts made, progress achieved, and any identified challenges or areas for improvement.
- **Complaint and Grievance Process:** Develop and publish grievance procedures to allow anyone who wishes to file a complaint alleging discrimination on the basis of disability in violation of the standards set forth in the Access Standards. Identify an entity resource, such as an agency ADA Coordinator or EEO Officer to manage the complaints and ensure fair and prompt resolution.

Conduct Periodic Accessibility Reviews

State entities shall perform regular accessibility audits and testing throughout the product lifecycle, identify issues for review and remediation, evaluate the impact and risk of each issue to appropriately prioritize remediation efforts, and to iteratively improve the conformance levels of the EIT.

- **Accessibility Audits:** Leverage automated testing tools to generate periodic accessibility reports.
    - To get started with website content accessibility evaluation, the departmental content creators can first use the W3C-provided Easy Checks preliminary evaluation procedure, explained at https://www.w3.org/WAI/test-evaluate/preliminary/. This preliminary procedure is particularly useful for content creators with no prior experience in authoring accessible web content.
    - Incorporating hands-on testing by individuals with disabilities into the digital accessibility process adds significant value by providing real-world insights that automated tools or theoretical reviews may overlook. This inclusive approach ensures that digital products are truly usable for all people, not just technically compliant. By involving individuals with diverse disabilities in testing, state entities can better understand the challenges they face and validate the compatibility of our products with various assistive technologies like screen readers or voice control systems. Ultimately, this leads to more user-centered designs, a stronger commitment to accessibility, and improved overall user experience for everyone.
- **Compliance Reviews:** State entities must report the level of conformance of EIT systems to their governing IT entities or IT management so that accessibility conformance can be tracked and analyzed.

- **Accessibility Remediation Plans:** Create a plan to address accessibility issues identified within audits, reviews, and reports and prioritize the high-risk issues.

Provide Training and Awareness

- Encourage accessibility training for acquisition professionals, IT project managers, communications staff, web managers, software developers, and authors of digital content.
- Accessibility statements adhering to the Access Standards shall be made available, where appropriate, on state entity websites. Each entity shall craft a message highlighting the agency's commitment to ensuring equivalent access to information for people with disabilities, and include a reference to the Access Standards, a program point of contact or a method to request assistance or provide feedback, and the date the statement was last updated.

Continuously Improve

- **Periodic review of the Access Standards:** ETS, in consultation with DCAB, shall review the accessibility standards every three years after the date of the initial publication, or more frequently if the Chief Information Officer deems it necessary, and amend the standards to reflect advances or changes in electronic information technology. Within six months of the publication of any amended accessibility standards, each state entity shall review the amended standards and shall revise the entity's existing procurement and development rules, policies, and procedures to incorporate the amended standards accordingly.
- **User Feedback Mechanisms:** Set up mechanisms for users, including individuals with disabilities, to provide feedback on the accessibility of state websites, applications, and services. This may involve implementing feedback forms, contact information, or dedicated accessibility service centers. Monitoring and responding to user feedback may require a moderate amount of labor, but is crucial for gathering valuable insights.
- **Engage with the Accessibility Community:** Involve individuals with disabilities, disability advocacy groups, and accessibility experts in the design, development, and testing phases. Their insights and feedback are invaluable for identifying accessibility barriers, ensuring that the EIT is truly inclusive, and that the state's efforts are meeting the needs of the community.

Definitions

Accessibility - means the ability of an individual with a disability to receive, use, and manipulate data and operate controls included in electronic information technology in a manner equivalent to that of individuals who do not have disabilities.

Accessibility Conformance Report (ACR) - is a document that formally summarizes the extent to which an information and communications technology (ICT) product or service conforms to an agreed set of international accessibility guidelines and standards.

Electronic Information - is information that is created, stored, transmitted, or processed in an electronic format. This can include, but is not limited to:

(1) Electronic documents, files, and data;
(2) Emails, text messages, and faxes;
(3) Databases, spreadsheets, and programs;
(4) Image, sound, and video files; and

(5) Web pages and information submitted online.

Electronic Information Technology (EIT) - also referred to as information and communication technology (ICT) as defined by Section 508 (https://www.access-board.gov/ict/#E103-definitions) means electronic information, software, systems, and equipment used in the creation, manipulation, storage, display, or transmission of data, including:

(1) Internet and intranet systems;
(2) Websites and interfaces;
(3) Software applications;
(4) Operating systems;
(5) Video and multimedia;
(6) Telecommunication products;
(7) Electronic and digital kiosks;
(8) Information transaction machines;
(9) Copiers and printers; and
(10) Desktop and portable computers.

Individual with a disability - means an individual with impairments that limit the individual's ability to access or use electronic information technology, including an individual who has:

(1) No or limited vision;
(2) No or limited hearing;
(3) Physical disabilities; or
(4) Cognitive impairment

State entity - means the executive, legislative, and judicial branches of the State, including its departments, divisions, agencies, offices; public bodies; public elementary, secondary, and postsecondary schools; and the University of Hawaiʻi.

References and Additional Resources

- U.S. General Services Administration (GSA) IT Accessibility Laws and Policies
  https://www.section508.gov/manage/laws-and-policies/
- Accessibility of Web Content and Mobile Apps Provided by State and Local Government Entities: A Small Entity Compliance Guide
  https://www.ada.gov/resources/small-entity-compliance-guide/
- PDFs Authoring Guides
  https://www.section508.gov/create/pdfs/authoring-guides/
- ICT Testing Baseline for Electronic Documents
  https://ictbaseline.access-board.gov/document-baselines/
- Create Accessible Meetings
  https://www.section508.gov/create/accessible-meetings/
- Mapping of WCAG 2.0 to Functional Performance Criteria
  https://www.section508.gov/develop/mapping-wcag-to-fpc/
- What's New in WCAG 2.1
  https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/

- Developing a Website Accessibility Statement
  https://www.section508.gov/manage/laws-and-policies/website-accessibility-statement/

Appendix

Appendix C to Part 1194 – Functional Performance Criteria of Section 508 of the Rehabilitation Act

The functional performance criteria provided below are an extract from *Appendix C to Part 1194—Functional Performance Criteria and Technical Requirements* of Section 508 of the Rehabilitation Act.

Source: https://www.ecfr.gov/current/title-36/chapter-XI/part-1194/appendix-Appendix%20C%20to%20Part%201194

Chapter 3: Functional Performance Criteria

301 General

- **301.1** ***Scope.*** The requirements of Chapter 3 shall apply to ICT where required by Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of these Standards.

302 Functional Performance Criteria

- **302.1** ***Without Vision.*** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

- **302.2** ***With Limited Vision.*** Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

- **302.3** ***Without Perception of Color.*** Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

- **302.4** ***Without Hearing.*** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

- **302.5** ***With Limited Hearing.*** Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

- **302.6** ***Without Speech.*** Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

- **302.7** ***With Limited Manipulation.*** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

- **302.8** ***With Limited Reach and Strength.*** Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

- **302.9** ***With Limited Language, Cognitive, and Learning Abilities.*** ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Chapter 4: Hardware

401 General

- **401.1 *Scope.*** The requirements of Chapter 4 shall apply to ICT that is hardware where required by Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of these Standards.
  - ***EXCEPTION:*** Hardware that is assistive technology shall not be required to conform to the requirements of this chapter.

402 Closed Functionality

- **402.1 *General.*** ICT with closed functionality shall be operable without requiring the user to attach or install assistive technology other than personal headsets or other audio couplers, and shall conform to 402.
- **402.2 *Speech-Output Enabled.*** ICT with a display screen shall be speech-output enabled for full and independent use by individuals with vision impairments.
  - ***EXCEPTIONS:***
    1. Variable message signs conforming to 402.5 shall not be required to be speech-output enabled.
    2. Speech output shall not be required where ICT display screens only provide status indicators and those indicators conform to 409.
    3. Where speech output cannot be supported due to constraints in available memory or processor capability, ICT shall be permitted to conform to 409 in lieu of 402.2.
    4. Audible tones shall be permitted instead of speech output where the content of user input is not displayed as entered for security purposes, including, but not limited to, asterisks representing personal identification numbers.
    5. Speech output shall not be required for: The machine location; date and time of transaction; customer account number; and the machine identifier or label.
    6. Speech output shall not be required for advertisements and other similar information unless they convey information that can be used for the transaction being conducted.
  - **402.2.1 *Information Displayed On-Screen.*** Speech output shall be provided for all information displayed on-screen.
  - **402.2.2 *Transactional Outputs.*** Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.
  - **402.2.3 *Speech Delivery Type and Coordination.*** Speech output shall be delivered through a mechanism that is readily available to all users, including, but not limited to, an industry standard connector or a telephone handset. Speech shall be recorded or

digitized human, or synthesized. Speech output shall be coordinated with information displayed on the screen.

- **402.2.4** ***User Control.*** Speech output for any single function shall be automatically interrupted when a transaction is selected. Speech output shall be capable of being repeated and paused.
- **402.2.5** ***Braille Instructions.*** Where speech output is required by 402.2, braille instructions for initiating the speech mode of operation shall be provided. Braille shall be contracted and shall conform to 36 CFR part 1191, Appendix D, Section 703.3.1.
  - ***EXCEPTION:*** Devices for personal use shall not be required to conform to 402.2.5.

- **402.3** ***Volume.*** ICT that delivers sound, including speech output required by 402.2, shall provide volume control and output amplification conforming to 402.3.
  - ***EXCEPTION:*** ICT conforming to 412.2 shall not be required to conform to 402.3.
  - **402.3.1** ***Private Listening.*** Where ICT provides private listening, it shall provide a mode of operation for controlling the volume. Where ICT delivers output by an audio transducer typically held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
  - **402.3.2** ***Non-private Listening.*** Where ICT provides non-private listening, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. A function shall be provided to automatically reset the volume to the default level after every use.
- **402.4** ***Characters on Display Screens.*** At least one mode of characters displayed on the screen shall be in a sans serif font. Where ICT does not provide a screen enlargement feature, characters shall be 3/16 inch (4.8 mm) high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.
- **402.5** ***Characters on Variable Message Signs.*** Characters on variable message signs shall conform to section 703.7 Variable Message Signs of ICC A117.1-2009 (incorporated by reference, *see* 702.6.1).

403 Biometrics

- **403.1** ***General.*** Where provided, biometrics shall not be the only means for user identification or control.
  - ***EXCEPTION:*** Where at least two biometric options that use different biological characteristics are provided, ICT shall be permitted to use biometrics as the only means for user identification or control.

404 Preservation of Information Provided for Accessibility

- **404.1** ***General.*** ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.

405 Privacy

- **405.1 *General.*** The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.

406 Standard Connections

- **406.1 *General.*** Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.

407 Operable Parts

- **407.1 *General.*** Where provided, operable parts used in the normal operation of ICT shall conform to 407.

- **407.2 *Contrast.*** Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.

- **407.3 *Input Controls.*** At least one input control conforming to 407.3 shall be provided for each function.

    - ***EXCEPTION:*** Devices for personal use with input controls that are audibly discernible without activation and operable by touch shall not be required to conform to 407.3.

    - **407.3.1 *Tactilely Discernible.*** Input controls shall be operable by touch and tactilely discernible without activation.

    - **407.3.2 *Alphabetic Keys.*** Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the "F" and "J" keys shall be tactilely distinct from the other keys.

    - **407.3.3 *Numeric Keys.*** Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, *see* 702.7.1).

- **407.4 *Key Repeat.*** Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.

- **407.5 *Timed Response.*** Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.

- **407.6 *Operation.*** At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.

- **407.7 *Tickets, Fare Cards, and Keycards.*** Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.
- **407.8 *Reach Height and Depth.*** At least one of each type of operable part of stationary ICT shall be at a height conforming to 407.8.2 or 407.8.3 according to its position established by the vertical reference plane specified in 407.8.1 for a side reach or a forward reach. Operable parts used with speech output required by 402.2 shall not be the only type of operable part complying with 407.8 unless that part is the only operable part of its type.
    - **407.8.1 *Vertical Reference Plane.*** Operable parts shall be positioned for a side reach or a forward reach determined with respect to a vertical reference plane. The vertical reference plane shall be located in conformance to 407.8.2 or 407.8.3.
        - **407.8.1.1 *Vertical Plane for Side Reach.*** Where a side reach is provided, the vertical reference plane shall be 48 inches (1220 mm) long minimum.
        - **407.8.1.2 *Vertical Plane for Forward Reach.*** Where a forward reach is provided, the vertical reference plane shall be 30 inches (760 mm) long minimum.
    - **407.8.2 *Side Reach.*** Operable parts of ICT providing a side reach shall conform to 407.8.2.1 or 407.8.2.2. The vertical reference plane shall be centered on the operable part and placed at the leading edge of the maximum protrusion of the ICT within the length of the vertical reference plane. Where a side reach requires a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches (865 mm) maximum.
        - **407.8.2.1 *Unobstructed Side Reach.*** Where the operable part is located 10 inches (255 mm) or less beyond the vertical reference plane, the operable part shall be 48 inches (1220 mm) high maximum and 15 inches (380 mm) high minimum above the floor.
        - **407.8.2.2 *Obstructed Side Reach.*** Where the operable part is located more than 10 inches (255 mm), but not more than 24 inches (610 mm), beyond the vertical reference plane, the height of the operable part shall be 46 inches (1170 mm) high maximum and 15 inches (380 mm) high minimum above the floor. The operable part shall not be located more than 24 inches (610 mm) beyond the vertical reference plane.
    - **407.8.3 *Forward Reach.*** Operable parts of ICT providing a forward reach shall conform to 407.8.3.1 or 407.8.3.2. The vertical reference plane shall be centered, and intersect with, the operable part. Where a forward reach allows a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches (865 mm) maximum.
        - **407.8.3.1 *Unobstructed Forward Reach.*** Where the operable part is located at the leading edge of the maximum protrusion within the length of the vertical reference plane of the ICT, the operable part shall be 48 inches (1220 mm) high maximum and 15 inches (380 mm) high minimum above the floor.

- **407.8.3.2 *Obstructed Forward Reach.*** Where the operable part is located beyond the leading edge of the maximum protrusion within the length of the vertical reference plane, the operable part shall conform to 407.8.3.2. The maximum allowable forward reach to an operable part shall be 25 inches (635 mm).
    - **407.8.3.2.1 *Operable Part Height for ICT with Obstructed Forward Reach.*** The height of the operable part shall conform to Table 407.8.3.2.1.

      Table 407.8.3.2.1 - Operable Part Height for ICT With Obstructed Forward Reach

Reach depth	**Operable part height**
Less than 20 inches (510 mm)	48 inches (1220 mm) maximum.
20 inches (510 mm) to 25 inches (635 mm)	44 inches (1120 mm) maximum.

    - **407.8.3.2.2 *Knee and Toe Space under ICT with Obstructed Forward Reach.*** Knee and toe space under ICT shall be 27 inches (685 mm) high minimum, 25 inches (635 mm) deep maximum, and 30 inches (760 mm) wide minimum and shall be clear of obstructions.
        - ***EXCEPTIONS:***
            1. Toe space shall be permitted to provide a clear height of 9 inches (230 mm) minimum above the floor and a clear depth of 6 inches (150 mm) maximum from the vertical reference plane toward the leading edge of the ICT.
            2. At a depth of 6 inches (150 mm) maximum from the vertical reference plane toward the leading edge of the ICT, space between 9 inches (230 mm) and 27 inches (685 mm) minimum above the floor shall be permitted to reduce at a rate of 1 inch (25 mm) in depth for every 6 inches (150 mm) in height.

408 Display Screens

- **408.1 *General.*** Where provided, display screens shall conform to 408.
- **408.2 *Visibility.*** Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.

- **408.3 *Flashing.*** Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.
    - ***EXCEPTION:*** Flashes that do not exceed the general flash and red flash thresholds defined in WCAG 2.1 (incorporated by reference, *see* 702.10.1) are not required to conform to 408.3.

409 Status Indicators

- **409.1 *General.*** Where provided, status indicators shall be discernible visually and by touch or sound.

410 Color Coding

- **410.1 *General.*** Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

411 Audible Signals

- **411.1 *General.*** Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response.

412 ICT With Two-Way Voice Communication

- **412.1 *General.*** ICT that provides two-way voice communication shall conform to 412.
- **412.2 *Volume Gain.*** ICT that provides two-way voice communication shall conform to 412.2.1 or 412.2.2.
    - **412.2.1 *Volume Gain for Wireline Telephones.*** Volume gain conforming to 47 CFR 68.317 shall be provided on analog and digital wireline telephones.
    - **412.2.2 *Volume Gain for Non-Wireline ICT.*** A method for increasing volume shall be provided for non-wireline ICT.
- **412.3 *Interference Reduction and Magnetic Coupling.*** Where ICT delivers output by a handset or other type of audio transducer that is typically held up to the ear, ICT shall reduce interference with hearing technologies and provide a means for effective magnetic wireless coupling in conformance with 412.3.1 or 412.3.2.
    - **412.3.1 *Wireless Handsets.*** ICT in the form of wireless handsets shall conform to ANSI/IEEE C63.19-2011 (incorporated by reference, *see* 702.5.1).
    - **412.3.2 *Wireline Handsets.*** ICT in the form of wireline handsets, including cordless handsets, shall conform to TIA-1083-B (incorporated by reference, *see* 702.9.1).
- **412.4 *Digital Encoding of Speech.*** ICT in IP-based networks shall transmit and receive speech that is digitally encoded in the manner specified by ITU-T Recommendation G.722.2 (incorporated by reference, *see* 702.7.2) or IETF RFC 6716 (incorporated by reference, *see* 702.8.1).
- **412.5 *Real-Time Text Functionality.*** [Reserved].
- **412.6 *Caller ID.*** Where provided, caller identification and similar telecommunications functions shall be visible and audible.

- **412.7 *Video Communication.*** Where ICT provides real-time video functionality, the quality of the video shall be sufficient to support communication using sign language.

413 Closed Caption Processing Technologies

- **413.1 *General.*** Where ICT displays or processes video with synchronized audio, ICT shall provide closed caption processing technology that conforms to 413.1.1 or 413.1.2.
    - **413.1.1 *Decoding and Display of Closed Captions.*** Players and displays shall decode closed caption data and support display of captions.
    - **413.1.2 *Pass-Through of Closed Caption Data.*** Cabling and ancillary equipment shall pass through caption data.

414 Audio Description Processing Technologies

- **414.1 *General.*** Where ICT displays or processes video with synchronized audio, ICT shall provide audio description processing technology conforming to 414.1.1 or 414.1.2.
    - **414.1.1 *Digital Television Tuners.*** Digital television tuners shall provide audio description processing that conforms to ATSC A/53 Digital Television Standard, Part 5 (2014) (incorporated by reference, *see* 702.2.1). Digital television tuners shall provide processing of audio description when encoded as a Visually Impaired (VI) associated audio service that is provided as a complete program mix containing audio description according to the ATSC A/53 standard.
    - **414.1.2 *Other ICT.*** ICT other than digital television tuners shall provide audio description processing.

415 User Controls for Captions and Audio Descriptions

- **415.1 *General.*** Where ICT displays video with synchronized audio, ICT shall provide user controls for closed captions and audio descriptions conforming to 415.1.
    - ***EXCEPTION:*** Devices for personal use shall not be required to conform to 415.1 provided that captions and audio descriptions can be enabled through system-wide platform settings.
    - **415.1.1 *Caption Controls.*** Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.
    - **415.1.2 *Audio Description Controls.*** Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.

Chapter 5: Software

501 General

- **501.1 *Scope.*** The requirements of Chapter 5 shall apply to software where required by Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of these Standards.
    - ***EXCEPTION:*** Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility

services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, *see* 702.10.1).

502 Interoperability With Assistive Technology

- **502.1 *General.*** Software shall interoperate with assistive technology and shall conform to 502.
    - ***EXCEPTION:*** ICT conforming to 402 shall not be required to conform to 502.
- **502.2 *Documented Accessibility Features.*** Software with platform features defined in platform documentation as accessibility features shall conform to 502.2.
    - **502.2.1 *User Control of Accessibility Features.*** Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.
    - **502.2.2 *No Disruption of Accessibility Features.*** Software shall not disrupt platform features that are defined in the platform documentation as accessibility features.
- **502.3 *Accessibility Services.*** Platform software and software tools that are provided by the platform developer shall provide a documented set of accessibility services that support applications running on the platform to interoperate with assistive technology and shall conform to 502.3. Applications that are also platforms shall expose the underlying platform accessibility services or implement other documented accessibility services.
    - **502.3.1 *Object Information.*** The object role, state(s), properties, boundary, name, and description shall be programmatically determinable.
    - **502.3.2 *Modification of Object Information.*** States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.
    - **502.3.3 *Row, Column, and Headers.*** If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.
    - **502.3.4 *Values.*** Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.
    - **502.3.5 *Modification of Values.*** Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.
    - **502.3.6 *Label Relationships.*** Any relationship that a component has as a label for another component, or of being labeled by another component, shall be programmatically determinable.
    - **502.3.7 *Hierarchical Relationships.*** Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.

- **502.3.8** ***Text.*** The content of text objects, text attributes, and the boundary of text rendered to the screen, shall be programmatically determinable.
- **502.3.9** ***Modification of Text.*** Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.
- **502.3.10** ***List of Actions.*** A list of all actions that can be executed on an object shall be programmatically determinable.
- **502.3.11** ***Actions on Objects.*** Applications shall allow assistive technology to programmatically execute available actions on objects.
- **502.3.12** ***Focus Cursor.*** Applications shall expose information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface components.
- **502.3.13** ***Modification of Focus Cursor.*** Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including through the use of assistive technology.
- **502.3.14** ***Event Notification.*** Notification of events relevant to user interactions, including but not limited to, changes in the component's state(s), value, name, description, or boundary, shall be available to assistive technology.

- **502.4** ***Platform Accessibility Features.*** Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces-Part 2: Accessibility (2008) (incorporated by reference, *see* 702.4.1) listed below:

  1. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes;
  2. Section 9.3.4 Provide adjustment of delay before key acceptance;
  3. Section 9.3.5 Provide adjustment of same-key double-strike acceptance;
  4. Section 10.6.7 Allow users to choose visual alternative for audio output;
  5. Section 10.6.8 Synchronize audio equivalents for visual events;
  6. Section 10.6.9 Provide speech output services; and
  7. Section 10.7.1 Display any captions provided.

503 Applications

- **503.1** ***General.*** Applications shall conform to 503.
- **503.2** ***User Preferences.*** Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor.
  - ***EXCEPTION:*** Applications that are designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.

- **503.3 *Alternative User Interfaces.*** Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.
- **503.4 *User Controls for Captions and Audio Description.*** Where ICT displays video with synchronized audio, ICT shall provide user controls for closed captions and audio descriptions conforming to 503.4.
    - **503.4.1 *Caption Controls.*** Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.
    - **503.4.2 *Audio Description Controls.*** Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.

504 Authoring Tools

- **504.1 *General.*** Where an application is an authoring tool, the application shall conform to 504 to the extent that information required for accessibility is supported by the destination format.
- **504.2 *Content Creation or Editing.*** Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, *see* 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility.
    - ***EXCEPTION:*** Authoring tools shall not be required to conform to 504.2 when used to directly edit plain text source code.
    - **504.2.1 *Preservation of Information Provided for Accessibility in Format Conversion.*** Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.
    - **504.2.2 *PDF Export.*** Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, *see* 702.3.1).
- **504.3 *Prompts.*** Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, *see* 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.
- **504.4 *Templates.*** Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, *see* 702.10.1) shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.

Chapter 6: Support Documentation and Services

601 General

- **601.1 *Scope.*** The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by Chapter 2 (Scoping Requirements) and where otherwise referenced in any other chapter of these Standards.

602 Support Documentation

- **602.1 *General.*** Documentation that supports the use of ICT shall conform to 602.

- **602.2 *Accessibility and Compatibility Features.*** Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.

- **602.3 *Electronic Support Documentation.*** Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1 (incorporated by reference, *see* 702.10.1).

- **602.4 *Alternate Formats for Non-Electronic Support Documentation.*** Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.

603 Support Services

- **603.1 *General.*** ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.

- **603.2 *Information on Accessibility and Compatibility Features.*** ICT support services shall include information on the accessibility and compatibility features required by 602.2.

- **603.3 *Accommodation of Communication Needs.*** Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.

Chapter 7: Referenced Standards

701 General

- **701.1 *Scope.*** The standards referenced in Chapter 7 shall apply to ICT where required by Chapter 2 (Scoping Requirements) and where referenced in any other chapter of these Standards.

702 Incorporation by Reference

- **702.1 *Approved IBR Standards*.** The following standards are incorporated by reference (IBR):

- **702.2 *Advanced Television Systems Committee (ATSC).*** Copies of the referenced standard may be obtained from the Advanced Television Systems Committee, 1776 K Street NW., Suite 200, Washington, DC 20006-2304 (http://www.atsc.org).

    - **702.2.1 *ATSC A/53 Part 5:2014, Digital Television Standard, Part 5-AC-3 Audio System Characteristics***, August 28, 2014, IBR for 414.1.1.

- **702.3** ***Association for Information and Image Management (AIIM)***. Copies of the referenced standard may be obtained from AIIM,1100 Wayne Ave., Ste. 1100, Silver Spring, Maryland 20910 (http://www.aiim.org/Resources/Standards/AIIM_ISO_14289-1).
    - **702.3.1** ***ANSI/AIIM/ISO 14289-1-2016, Document Management Applications-Electronic Document File Format Enhancement for Accessibility-Part 1: Use of ISO 32000-1 (PDF/UA-1)***, ANSI-approved February 8, 2016, IBR for 504.2.2.

- **702.4** ***Human Factors and Ergonomics Society (HFES)***. Copies of the referenced standard may be obtained from the Human Factors and Ergonomics Society, P.O. Box 1369, Santa Monica, CA 90406-1369 (http://www.hfes.org/Publications/ProductDetail.aspx?Id=76).
    - **702.4.1** ***ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces-Part 2: Accessibility***, copyright 2008, IBR for 502.4.
- **702.5** ***Institute of Electrical and Electronics Engineers (IEEE).*** Copies of the referenced standard may be obtained from the Institute of Electrical and Electronics Engineers, 10662 Los Vaqueros Circle, P.O. Box 3014, Los Alamitos, CA 90720-1264 (http://www.ieee.org).
    - **702.5.1** ***ANSI/IEEE C63.19-2011, American National Standard for Methods of Measurement of Compatibility between Wireless Communications Devices and Hearing Aids***, May 27, 2011, IBR for 412.3.1.
- **702.6** ***International Code Council (ICC).*** Copies of the referenced standard may be obtained from ICC Publications, 4051 W. Flossmoor Road, Country Club Hills, IL 60478-5795 (http://www.iccsafe.org).
    - **702.6.1** ***ICC A117.1-2009, Accessible and Usable Buildings and Facilities***, approved October 20, 2010, IBR for 402.5.
- **702.7** ***International Telecommunications Union Telecommunications Standardization Sector (ITU-T).*** Copies of the referenced standards may be obtained from the International Telecommunication Union, Telecommunications Standardization Sector, Place des Nations CH-1211, Geneva 20, Switzerland (http://www.itu.int/en/ITU-T).
    - **702.7.1** ***ITU-T Recommendation E.161, Series E. Overall Network Operation, Telephone Service, Service Operation and Human Factors-International operation-Numbering plan of the international telephone service, Arrangement of digits, letters and symbols on telephones and other devices that can be used for gaining access to a telephone network***, February 2001, IBR for 407.3.3.
    - **702.7.2** ***ITU-T Recommendation G.722.2, Series G. Transmission Systems and Media, Digital Systems and Networks-Digital terminal equipment-Coding of analogue signals by methods other than PCM, Wideband coding of speech at around 16 kbit/s using Adaptive Multi-Rate Wideband (AMR-WB)*****,** July 2003, IBR for 412.4.
- **702.8** ***Internet Engineering Task Force (IETF)*****.** Copies of the referenced standard may be obtained from the Internet Engineering Task Force (http://www.ietf.org).

- **702.8.1** ***IETF RFC 6716, Definition of the Opus Codec***, September 2012, J.M. Valin, Mozilla Corporation, K. Vos, Skype Technologies S.A., T. Terriberry, Mozilla Corporation, IBR for 412.4.

- **702.9** ***Telecommunications Industry Association (TIA)*.** Copies of the referenced standard, published by the Telecommunications Industry Association, may be obtained from IHS Markit, 15 Inverness Way East, Englewood, CO 80112 (*http://global.ihs.com*).

  - **702.9.1** ***TIA-1083-B, Telecommunications-Communications Products-Handset Magnetic Measurement Procedures and Performance Requirements***, October 2015, IBR for 412.3.2.

- **702.10** ***Worldwide Web Consortium (W3C)*.** Copies of the referenced standard may be obtained from the W3C Web Accessibility Initiative, Massachusetts Institute of Technology, 32 Vassar Street, Room 32-G515, Cambridge, MA 02139 (http://www.w3.org/TR/WCAG21).

  - **702.10.1** ***WCAG 2.1, Web Content Accessibility Guidelines***, W3C Recommendation, September 21, 2023, IBR for: E205.4, E205.4 Exception, E205.4.1, E207.2, E207.2 Exception 2, E207.2 Exception 3, E207.2.1, E207.3, 408.3 Exception, 501.1 Exception, 504.2, 504.3, 504.4, and 602.3.

State of New Mexico
General Services Department
State Purchasing Division

Master Agreement Cover Page

Awarded Vendor:
Bromberg & Associates, LLC
32910 W. Thirteen Mile Road, Suite E-504
Farmington Hills, MI 48334

Contact: Rouba Ayoub
Email: rouba@brombergtranslations.com
Telephone No.: (313) 481-4979

Ship To:
As requested at time of order

Invoice:
Same as above

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

Payment Terms: **Net 30**

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

Delivery: **Per Master Agreement**

Procurement Specialist: **Susan Inman** SI

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

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

Title: **Remote Interpreting and Translating Services**

Term: **July 29, 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: Bromberg & Associates, LLC Pricing

Bromberg & Associates LLC has been awarded the following service categories:

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

NM

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

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 **Bromberg & Associates, LLC** (hereinafter the "Contractor").

Contractor Information:
Company Name: Bromberg & Associates, LLC
Contact: Rouba Ayoub
Address: 32910 W. Thirteen Mile Road, Suite E-504
Farmington Hills, MI 48334
E-mail: rouba@brombergtranslations.com
Phone: (313) 481-4979

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

NASPO ValuePoint Master Agreement Terms and Conditions

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years in one (1) year increments, not to exceed five (5) years, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **End-of-Term Extension.** The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. **Participants and Scope**

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

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

4.5 **Participating Entities.**

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

4.5.1.1 Political subdivisions, public agencies, and service districts;

4.5.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.5.1.3 Federally recognized tribes;

4.5.1.4 Quasi-governmental entities; and

4.5.1.5 Eligible non-profit organizations.

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

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

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

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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.

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

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

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

5.4.2 **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

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

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

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

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

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

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

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

5.5.12.3 Detailed product line item descriptions;

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

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

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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

5.7 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor’s obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that 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.

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

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

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

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

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance,

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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

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

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

14.8 **Defaults and Remedies**

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

14.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

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

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

14.8.3.1 Any remedy provided by law;

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

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

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

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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

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

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

14.11 **No Waiver of Sovereign Immunity**

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

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: Jinny Bromberg   Date: 7/29/2025
Jinny Bromberg, President
Bromberg & Associates, 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: 7/29/2025
Taxation & Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By: Dorothy Mendonca   Date: 7/29/2025
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AB
Bromberg & Associates, LLC
Attachment A
Scope of Work

PLEASE NOTE: Bromberg & Associates, LLC was awarded all three service categories: **Over-the-Phone Interpretation, Video Remote Interpretation**, and **Document Translation**.

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

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

break any language barriers to ensure accurate communication between court personnel and the citizen.

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

II. TECHNICAL REQUIREMENTS

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

A. EXPERIENCE OF THE CONTRACTOR

1. Contractor must have at least two years of experience in providing the services offered in its Proposal (OPI, VRI, and/or Document Translation Services) to state or local government entities on a 365-days a year, 7-days a week, 24 hours a day basis.

2. If the Proposal includes OPI, the Contractor must currently be providing an average of at least 100,000 minutes of OPI Service calls per month within the past year.

3. If the Proposal includes VRI, the Contractor must currently be providing an average of at least 10,000 minutes of VRI ASL Service calls per month within the past year.

4. If the Proposal includes Document Translation, Contractor must be able to provide quality, error-free document translation services on a large scale and have the ability to perform and/or fulfill multiple, high-volume simultaneous document translation requests for service from multiple States at one time.

5. If the Proposal includes VRI, Contractor must ensure the equipment utilized must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI equipment must produce a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of their body position. VRI must also provide a clear, audible transmission of voices. Virtual platform used should be commercially available (WebEx, Zoom, Microsoft Teams, Google Meet, etc.) and will be at no cost to the participating entity. Proprietary systems or platforms can be considered only if no additional terms and conditions are necessary and if there is no additional cost.

B. EQUIPMENT AND FACILITY

1. Contractor must have all necessary equipment installed and functioning at the time of Offer submittal to provide the services required in the Master Agreement.

2. For OPI, Contractor must have telephone equipment with:

   a. Expansion capabilities to accommodate an increase in call volume, as needed; and

   b. A clear, audible transmission of voices.

3. For VRI, Contractor must have communication equipment with:

   a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;

   b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;

   c. A clear, audible transmission of voices; and

   d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

   e. Contractor's communication system and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the Master Agreement.

4. Interpreter/Translator Location

    a. OPI and VRI services must be performed within the United States. Home-based offices are allowed for use only if the home-based office space which provides a professional, uninterrupted, quiet space from which the work will be conducted.

    b. Document Translation services for Spanish, the Top 12 languages (Attachment P), and Tigrinya must be performed within the United States. Translators may be located at a home-based office.

5. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

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

III. MASTER AGREEMENT DELIVERABLES

A. LANGUAGES

1. Contractors providing OPI, VRI, and Document Translation Services must be able to provide (at a minimum) all languages/dialects listed in Attachment P.

    a. ASL is excluded from this requirement for OPI and Document Translation.

2. All interpreters and translators must provide quick, courteous responses with accurate interpretation/translation.

3. Interpreter/Translator Subject Matter Knowledge and Licensing/Certification Requirements

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

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

B. CONNECTION for OPI (Category 1)

1. Contractor shall be available to provide OPI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.

2. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.

3. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.

4. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

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

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

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

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

6. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

7. Contractor must comply with all current or future FCC regulations. Link provided https://www.fcc.gov/vrs

C. CONNECTION for VRI (Category 2)

1. Contractor must provide VRI services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth. In a professional setting, Contractor may use any type of computer setup with a webcam and microphone or, in some cases, a videoconferencing app.

2. Contractor shall be available to provide VRI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.

3. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.

4. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.

5. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

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

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

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

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

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

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

D. DOCUMENT TRANSLATION SERVICES (Category 3)

1. Contractor must provide Document Translation Services for all languages listed in Attachment P and the languages the Contractor provided as submitted in Section VI.G.iv of Attachment H – Offeror Response Worksheet of the Contractor's Proposal. The Contractor shall provide Document Translation Services from English to source language and/or source language translation to English.
2. Contractor will provide review, editing, and proofreading services for previously translated documents.
3. Contractor will manage document translations electronically.
4. Contractor will be capable of receiving source language documents by e-mail or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by e-mail or other electronic means. Contractor shall provide electronic confirmation upon document receipt within one business day.
5. Completed orders must be returned electronically, preferably by email, to the address specified in the request. If the resulting document is too large to be transmitted via email or in a compressed format and the Purchasing Entity does not want the file broken up and sent via multiple emails, documents will be accepted on a Read/Write CD or DVD, or a flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Purchasing Entity only when pre-approved and as a result of the request.
6. Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-matter detail and retain fluency. The Contractor must also provide translated materials that meet the following requirements:
    a. accurate content

b. correct spelling

c. correct grammar

d. correct language structure (while remaining faithful to English content)

e. appropriate manner for the target audience, taking into consideration:
   i. reading level
   ii. culturally appropriate terminology & content
   iii. clarity of message (easy-to-read)
   iv. regional dialect and idiomatic differences

7. Contractor must supply at least two qualified linguists for each translation project, one serving as a translator and the other as an editor.

8. **Turnaround Time for Document Translation Services.**

   a. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

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

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

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

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

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

A. CERTIFICATION

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

B. BILLING AND INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. The time required to establish the language service needed and/or connection time to the appropriate interpreter will not be chargeable.

    a. Billing of OPI and VRI interpretation periods start when the interpreter answers and begins interpreting. OPI and VRI interpretation period ends when the interpreter has been disconnected from the customer and the client.

    b. Document Translation turn-around time begins upon Contractor's electronic confirmation of document receipt and ends when the completed document(s) is returned to the Purchasing Entity.

2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.

3. The minimum billable charge for OPI, VRI, and Document Translation shall be in accordance with Purchasing Entity requirements, laws, regulations, policies and procedures, etc.

4. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:

    a. Master Agreement number and/or any other unique Master Agreement identification number assigned by a Participating State
    b. Date of invoice
    c. Contractor name and address
    d. Customer account number and Department name/program
    e. Billing period
    f. Interpreting modality (OPI, VRI, Document Translation)
    g. Interpreter Connection Time/Document turnaround time
    h. Total number of OPI and VRI calls interpreted and Document Translation documents translated
    i. Total number of billable OPI and VRI interpretation minutes and Document Translation words translated

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

  i. OPI and VRI Interpretation:

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

  ii. Document Translation:

   - Category: Document Translation

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

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

C. EMERGENCY MANAGEMENT PLAN

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

D. CONFIDENTIALITY STATEMENT

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

E. INTERPRETER OPERATIONAL REQUIREMENTS

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

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

F. CUSTOMER RESPONSE CRITERIA

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

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

G. QUALITY ASSURANCE PLAN

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

H. INSTRUCTIONAL MATERIALS

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

2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state's Participating Addendum.

3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.

4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Master Agreement.

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

Remote Interpreting and Translating Services
Master Agreement 40-00000-24-00076AB
Bromberg & Associates, LLC
Attachment B
Pricing

	Standard Hours		
Over-the-Phone Interpretation	**General Services Unit Price per Minute**	**Medical Unit Price per Minute**	**Legal Unit Price per Minute**
Over-the-Phone Interpretation (OPI) Services for the most requested language: **Spanish**	$0.51	$0.51	$0.95
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	$0.53	$0.53	$1.14
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.	$0.57	$0.57	$1.25

Bromberg & Associates, LLC
Attachment B
Pricing

	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**
Over-the-Phone Interpretation (OPI) Services for the most requested language: **Spanish**	$0.64	$0.64	$1.19	$0.54	$0.54	$0.98	$0.54	$0.54	$0.98
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	$0.66	$0.66	$1.43	$0.56	$0.56	$1.17	$0.56	$0.56	$1.17
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.	$0.71	$0.71	$1.56	$0.60	$0.60	$1.28	$0.60	$0.60	$1.28

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

Bromberg & Associates, LLC
Attachment B
Pricing

	Standard Hours		
Video Remote Interpretation	**General Services Unit Price per Minute**	**Medical Unit Price per Minute**	**Legal Unit Price per Minute**
Video Remote Interpretation (VRI) Services for the top VRI language: **American Sign Language (ASL)**	$1.95	$1.95	$2.30
Video Remote Interpretation (VRI) Services for **Spanish**	$1.15	$1.15	$1.75
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	$1.35	$1.35	$1.95
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.	$1.85	$1.85	$2.20

Bromberg & Associates, LLC
Attachment B
Pricing

	Extended Hours								
Video Remote Interpretation	**General Services Over 8 hrs Unit Price per Minute**	**Medical Over 8 hrs Unit Price per Minute**	**Legal Over 8 hrs Unit Price per Minute**	**General Services After-Hours/ Weekend Unit Price per Minute**	**Medical After-Hours/ Weekend Unit Price per Minute**	**Legal After-Hours/ Weekend Unit Price per Minute**	**General Services Holiday Unit Price per Minute**	**Medical Holiday Unit Price per Minute**	**Legal Holiday Unit Price per Minute**
Video Remote Interpretation (VRI) Services for the top VRI language: **American Sign Language (ASL)**	$2.44	$2.44	$2.88	$2.05	$2.05	$2.40	$2.05	$2.05	$2.40
Video Remote Interpretation (VRI) Services for **Spanish**	$1.44	$1.44	$2.19	$1.18	$1.18	$1.78	$1.18	$1.18	$1.78
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	$1.69	$1.69	$2.44	$1.38	$1.38	$1.98	$1.38	$1.38	$1.98
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.	$2.31	$2.31	$2.75	$1.88	$1.88	$2.23	$1.88	$1.88	$2.23

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

Bromberg & Associates, 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**
Standard Document Translation Services for the most requested language: **Spanish**	$0.12	$0.12	$0.14	27%
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	$0.18	$0.18	$0.20	20%
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.	$0.25	$0.25	$0.27	15%
Expedited Document Translation Services for the most requested language: **Spanish**	$0.14	$0.14	$0.16	27%
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	$0.21	$0.21	$0.23	20%
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.	$0.29	$0.29	$0.31	15%
Desktop Publishing (DTP) per hour	$35.00	$35.00	$35.00	
Rush Fee (percentage of expedited services total)	15%	15%	15%	

Docusign Envelope ID: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB

Bromberg & Associates, LLC
Attachment B
Pricing

Tiered Discount Pricing Offerors should submit any tiered pricing available under a resultant contract. (Include additional rows/columns as necessary to include all available options, as it relates to Tiered Pricing)	**Tiered Pricing (specify tiers and corresponding unit price (minute or word))**	**Tiered Pricing Category (OPI, VRI, Document Translation)**
Spanish	Over 100,000 words per project per Participating Entity= $0.10/word (excluding AI & rush)	Document Translation
Spanish	Over 12,000 minutes per month (general & medical standard hours) per Participating Entity= $0.95/minute	VRI
American Sign Language (ASL) (excluding Document Translation)	Over 12,000 minutes per month (general & medical standard hours) per Participating Entity= $1.70/minute	VRI

docusign

Certificate Of Completion

Envelope Id: F380EDF2-D4FA-45A0-AB6E-57E8C492CEEB
Status: Completed
Subject: Please Electronically Sign: Remote Interpreting and Translating Services – Bromberg
Source Envelope:

Document Pages: 43	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 2	Susan Inman
AutoNav: Enabled		1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled		Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Susan.Inman@gsd.nm.gov
		IP Address: 164.64.62.10

Record Tracking

Status: Original 7/24/2025 3:39:20 PM	Holder: Susan Inman Susan.Inman@gsd.nm.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: Docusign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	NM Signature Adoption: Pre-selected Style Using IP Address: 2607:fb90:35a6:d6e9:98d9:5d95:a1b0:421a Signed using mobile	Sent: 7/24/2025 3:43:03 PM Viewed: 7/29/2025 8:20:07 AM Signed: 7/29/2025 8:20:09 AM
Jinny Bromberg Jinny@brombergtranslations.com President Bromberg & Associates Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/29/2025 8:38:08 AM ID: 293d2282-4f5d-4470-baee-299ee3aa5578	Jinny Bromberg Signature Adoption: Pre-selected Style Using IP Address: 2607:fb91:111a:762:386f:44e:b31b:fa65 Signed using mobile	Sent: 7/29/2025 8:20:12 AM Viewed: 7/29/2025 8:38:08 AM Signed: 7/29/2025 8:57:28 AM
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) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.222	Sent: 7/29/2025 8:57:31 AM Viewed: 7/29/2025 9:26:01 AM Signed: 7/29/2025 9:26:10 AM

Signer Events	Signature	Timestamp
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) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b145:e7aa:780f:8b1b:49ec:c7bf Signed using mobile	Sent: 7/29/2025 9:26:12 AM Viewed: 7/29/2025 9:41:58 AM Signed: 7/29/2025 9:42:06 AM
Susan Inman susan.inman@gsd.nm.gov New Mexico General Services Department State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:56:58 AM ID: 85ae9af5-d784-487f-80b0-046bfdde9d3d	SI Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/29/2025 9:42:08 AM Viewed: 7/31/2025 1:17:33 PM Signed: 7/31/2025 1:17:52 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2025 3:43:03 PM
Certified Delivered	Security Checked	7/31/2025 1:17:33 PM
Envelope Updated	Security Checked	7/31/2025 1:17:52 PM
Signing Complete	Security Checked	7/31/2025 1:17:52 PM
Completed	Security Checked	7/31/2025 1:17:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at: https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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