

**RFP 20-1311
BUSINESS PROPOSAL
ATTACHMENT E**

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General (optional) - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Propio Language Services has been in business for over 20 years. We provide instant access to over 200 languages, and serviced by over 4,000 interpreters and 3,000 translators. Propio services over 2,000 accounts located throughout all 50 states.

Propio Language Services has successfully serviced this contract for the past 5 years.

We have provided Telephonic Interpretation and Document Translation with 100% availability at all times. Our customer survey results and key performance indicators are excellent. If Indiana selects Propio to continue servicing this contract, there will be no messy conversion to a new vendor. Your agencies will be able to continue to use Propio's services, which they like and trust.

2.3.2 Respondent's Company Structure – Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Propio LS, LLC is a KANSAS limited liability company which is organized as an S-Corp for tax purposes. Our sole focus is providing language interpreting and translation services.

Certificate of Authority – Please see “Attachment 1” at the end of this document on page 10

Organization Chart – Please see “Attachment 2” at the end of this document on page 11

2.3.3 Company Financial Information – This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the

business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

Propio LS, LLC is a privately held small business. Propio's Controller is a CPA with an auditing background. Because Propio is privately held, we have not felt it necessary to pay an outside accounting firm to audit our financials (although our outside accountant has "compiled" Propio's financial statements for our bank). The compiled statements are accurate and can be relied upon. **Propio has been profitable for each of the past 20 years.**

Financial Statements can be viewed on Attachment 4 at the end of this document on page 13

2.3.4 Integrity of Company Structure and Financial Reporting – This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Because Propio is a limited liability company, which is privately held, and not a corporation, we do not have a Board of Directors. Having said this, Propio still has a number of internal controls that assures the integrity of our financial reporting and fiscal resources. Some of these controls include:

- Controller who has worked has a CPA and has worked for an outside audit firm
- Segregate financial duties to multiple employees. Separate financial recordkeeping duties from those handling the funds
- Checks require two signatures and must be signed by an officer of the company.
- We keep blank check stock locked up when not being used. Use "positive pay" to guard against fraudulent checks being drawn against Propio's bank account.
- Business and personal finances are kept separate
- Conduct background checks before hiring
- Create monthly cash flow projections. If our actual cash flow falls short of projections, we investigate to find out why.
- Review the business's monthly bank statements in detail. Address any suspicious transactions.
- Review all credit and debit card statements for accuracy. Additionally, we require employees to document all business expenses with detailed receipts.
- Review all outgoing payments. Compare payments to invoices. Watch for duplicate invoices, new vendors or multiple invoices from the same vendor in a short time.

- Require vendors to submit detailed invoices. Avoid vague language on invoices.
- Review payroll before it goes out. Watch for any variations in the amount. Use direct deposit to reduce our risk of payroll fraud.
- Check up on employees involved with our business finances. Require these employees to take annual vacations and have someone else handle their duties.

2.3.5 Contract Terms/Clauses – Please provide the requested information in RFP Section 2.3.5.

Propio accepts all the contract terms and clauses of Attachment B, with the exception of

- Page 19, item 28.6. It states “if required by statute or by agency”. Since the current contract does not require a Surety or Fidelity Bond, we are assuming it will not be required on the new contract.
- Page 19, item 28.7. Standard Cyber Liability coverage in the Language Services industry is \$3 million in aggregate, not \$5 million. We are requesting the amount be changed to \$3 million. .
- Page 19, item 28.A. Propio’s insurance covers our subcontractors because they are too small to carry this type of coverage. Propose revised language is as follows:

28. Insurance. A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract. The Contractor’s insurance will cover any work performed by its Subcontractors:

2.3.6 References - The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services they are proposing to provide in their response to this RFP. The Respondent shall only provide references for the services they are bidding on – for example, if a Respondent is proposing to provide only telephonic interpretation services, all references shall be from clients who the Respondent provided telephonic interpretation services. The Respondent does not need to submit references for each region they are bidding on. A State of Indiana agency cannot be used as a reference. Reference information is captured on Attachment H. Respondent should complete the reference information portion of the Attachment H which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of Attachment H should be completed by the reference and emailed DIRECTLY to the State. The State should receive one Attachment H from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services they are proposing to provide in their response to this RFP. Attachment H should be submitted to idoareferences@idoa.in.gov. Attachment H should be submitted no more than 5 (5) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	New York City Para Transit Authority
Company Mailing Address	130 Livingston Street
Company City, State, Zip	Brooklyn, NY 11201
Company Website Address	https://new.mta.info/accessibility/paratransit
Contact Person	Ron Fleurantin
Company Telephone Number	718-393-4087
Company Fax Number	
Contact E-mail	Ronald.Fleurantin@nyct.com
Industry of Company	City Government – Transportation
Customer 2	
Legal Name of Company or Governmental Entity	State of Illinois
Company Mailing Address	120 West Jefferson, 3 rd floor
Company City, State, Zip	Springfield, Illinois 62702
Company Website Address	www.DoIT.illinois.gov
Contact Person	Cindy Emmett
Company Telephone Number	217-782-9495
Company Fax Number	
Contact E-mail	cindy.emmett@illinois.gov
Industry of Company	State Government – Various Social Services agencies, schools, courts, etc.
Customer 3	
Legal Name of Company or Governmental Entity	Children’s Mercy Hospital
Company Mailing Address	2401 Gillham Rd
Company City, State, Zip	Kansas City, MO 64108
Company Website Address	https://www.childrensmc.org/
Contact Person	Eli Vasquez
Company Telephone Number	816-983-6269
Company Fax Number	
Contact E-mail	evasquez@cmh.edu
Industry of Company	Healthcare

2.3.7 Registration to do Business – Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Propio LS, LLC is registered to do business with Indiana. Propio has been servicing the State of Indiana's existing Telephonic Interpreting contract for the past 5 years

2.3.8 Authorizing Document – Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Marco Assis, the CEO of Propio, is authorized to sign the Transmittal Letter and is legally authorized to commit the organization contractually. The document authorizing Mr. Assis can be found on Attachment 5 (see page 14)

2.3.9 Subcontractors – The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

Indiana Subcontractors – (Note: Full details for each of these subcontractors may be found in Attachments A and A-1)

Subcontractor Name	Address	State	Responsibility	Dollar Amt.	Org. Form	Willingness to carry out resp.	Qualifications
Eloquence (WBE)	3555 Inverness Blvd	IN	Telephonic Interp.	\$122,669.35	LLC	See Attachment 6, pgs. 15-19	* see below
Intrinz Inc.(MBE)	11650 Lantern Rd	IN	Telephonic Interp.	\$122,669.35	CORP.	See Attachment 7, pgs. 20-24	* see below
Tosca LLC (IVOSB)	12175 Visionary Way	IN	Telephonic Interp.	\$54,519.71	LLC	See Attachment 8, pgs. 25-28	* see below

*** Qualifications: Eloquence and Intrinz have provided superb telephonic interpreting services on THIS CONTRACT for the past 5 years. Tosca has likewise provided very good service on THIS CONTRACT for the past 2 years.**

2.3.10 Evidence of Financial Responsibility – This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 of RFP for details.

Section 1.25 of the RFP is labeled as “reserved” and is not applicable to this particular solicitation. Please indicate 'Not Applicable' in the text box. (This is the direction you gave in the Q&A spreadsheet)

2.3.11 General Information – Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	Propio LS, LLC
Contact Name	Marco Assis
Contact Title	CEO
Contact E-mail Address	Marco@Propio-LS.com
Company Mailing Address	11020 King Street, Suite 420
Company City, State, Zip	Overland Park, KS 66210
Company Telephone Number	888-528-6692, 913-307-6380
Company Fax Number	866-231-8176
Company Website Address	www.Propio-LS.com
Federal Tax Identification Number (FTIN)	46-3268968
Number of Employees (company)	32
Years of Experience	22
Number of U.S. Offices	1
Year Indiana Office Established (if applicable)	Not applicable
Parent Company (if applicable)	Not applicable
Revenues (\$MM, previous year)	\$14.3 million
Revenues (\$MM, 2 years prior)	\$12.5 million
% Of Revenue from Indiana customers	5%

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes. Please see Attachment 3 on page 12 at the end of this document.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

Data Protection

Apart from the details explained below, Propio does not maintain detailed data during the course of translation or interpretation of agencies communications with their clients. The data that is collected and maintained in our database includes the date and time of the phone call interpreted, agency's account number, name of the agent requesting interpreting services, their department and language translated. This information is reflected in the invoice for the sole purpose of verifying these details of the phone call or document being translated. This information is used for verification of billing. Any HIPAA-sensitive information, such as the complete name of Limited English Speaker, social security number, Medicaid number and credit card number is not recorded in our database. When this information is translated or interpreted, during the regular course of our services, all ancillary notes taken by the interpreter are destroyed.

If summary reports such as analyses of languages requested by an agency are required, Propio can provide, at no cost, the overall data summaries as per the needs of the agencies. This information will be general in nature with non-specific details as per any individual.

If in the event of an interpretation rendered for an agency in the process of an investigation, Propio will share pertinent information it may have collected through the course of the service rendered. This may include address information, phone number, etc. Since it is understood that the agency is responsible for collecting, recording and maintaining the information interpreted, Propio does not make an effort to retain this detailed information. If an interpreter writes down ancillary notes to aid them in the proper interpretation of the information, the interpreter destroys these notes immediately following the interpretation session, and therefore Propio does not guarantee the ability to reproduce said information. If caller ID information is requested, for a specific reason, according to the guidelines as indicated in State statute, we can provide this information inasmuch that it exists in our phone records, and it complies with the privacy guidelines guaranteed by federal and state laws.

Specifically regarding PHI information and in compliance with HIPAA laws, Propio does not maintain the full names, social security numbers, Medicaid numbers or other personal information that could identify the limited-English speaker for which we rendered services.

During the course of interpreting, a credit card number may be requested and the information interpreted. Propio is compliant with all federal laws regarding credit card information as required in the federal law, Payment Card Industry Data Security Standard (PCI DSS). All credit card numbers are only hand written, if necessary, to facilitate correct interpretation by the interpreter and is not entered into any electronic database. The handwritten notes are destroyed immediately by the interpreter after the conversation is

over.

All data is maintained in a data center that is only physically accessible to authorized personnel via face recognition and fingerprint identity security. The data center is monitored by security officers 24 hours a day. All personnel who have access are required to pass a background check. The list of personnel that have either physical or virtual access are independently audited prior to receiving security clearance and to assure that employees that have been released from service do not have access to the data center. Personnel with privileged access to confidential client information are required to remotely access the data via enclaved workstations that are also housed at the data center. Propio's data center is SOC 1 and SOC 2 certified. The database is setup locally in a redundant cluster to assure retention of information in the event of server failure. Propio keeps a backup of billing information, maintained offsite in a separate secure facility in case of catastrophic failure. All client data is encrypted at rest and in motion. Specific encryption protocols used: AES256 and AES1024 TLS v1.3. Recordings of client interpretation calls are retained for 60 days and are available for reference should the client express a concern regarding a call. All other client data is retained for a period of three years from the termination of the client contract and is available upon request by the client.

2.3.12 Experience Serving State Governments – Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts for each service line that you are bidding on.

Propio has been serving state governments and quasi-governmental accounts for over 20 years. We have provided Telephonic Interpreting and Document Translation for 20 years. Propio has been successfully serving the State of Indiana on this contract for the past 5 years. Following is a partial list of state contracts we currently service:

- Indiana
- Pennsylvania
- Illinois
- Virginia
- Florida
- Kansas
- Oklahoma
- New York

2.3.13 Experience Serving Similar Clients – Please describe your company's experience in providing customers of a similar size to the State with similar in-person language interpretation services, telephonic language interpretation services, written language translation services, and American Sign Language interpretation services. Please provide specific clients and detailed examples for each service line described in this RFP.

<u>Client</u>	<u>Service(s) Provided</u>	<u>Annual \$ Volume</u>	<u>Period Served</u>
State of Indiana	Telephonic Interp.	\$ 735,000	2014 to present
State of Pennsylvania	Telephonic Interp.	\$1,230,000	2014 to present
State of Illinois	Telephonic Interp	\$ 480,000	2012 to present

State of Virginia	Telephonic Interp, Translation, VRI	\$ 460,000	2010 to present
NYC Transit Auth.	Telephonic Interp	\$ 590,000	2018 to present
NY Health & Hosp.	Telephonic Interp, Translation	\$ 160,000	2019 to present

Please note how long several of these clients have been with Propio! Even though these are all public bid contracts, Propio continues to be chosen because of our great interpreters, quality service, and low prices

2.3.14 Indiana Preferences – Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent’s ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Buy Indiana

Not Applicable. Unfortunately Propio is not based in Indiana, nor do we have employees based in the state.

Refer to Section 2.7 for additional information.

2.3.15 Payment – Please provide the requested information in RFP Section 2.3.15.

Propio is able to accept credit card payments as an optional form of payment. We can also accept direct deposit ACH payments (preferred), or payment by check. Propio agrees to accept any credit card-user handling fees associated with the acceptance of the State’s Purchasing Card.

Attachment 1 – Certificate of Authority

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 6967723

Entity Name: PROPIO LS, LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

Resident Agent: Marco Assis

Registered Office: 11020 King st, OVERLAND PARK, KS 66210

was filed in this office on July 25, 2013, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



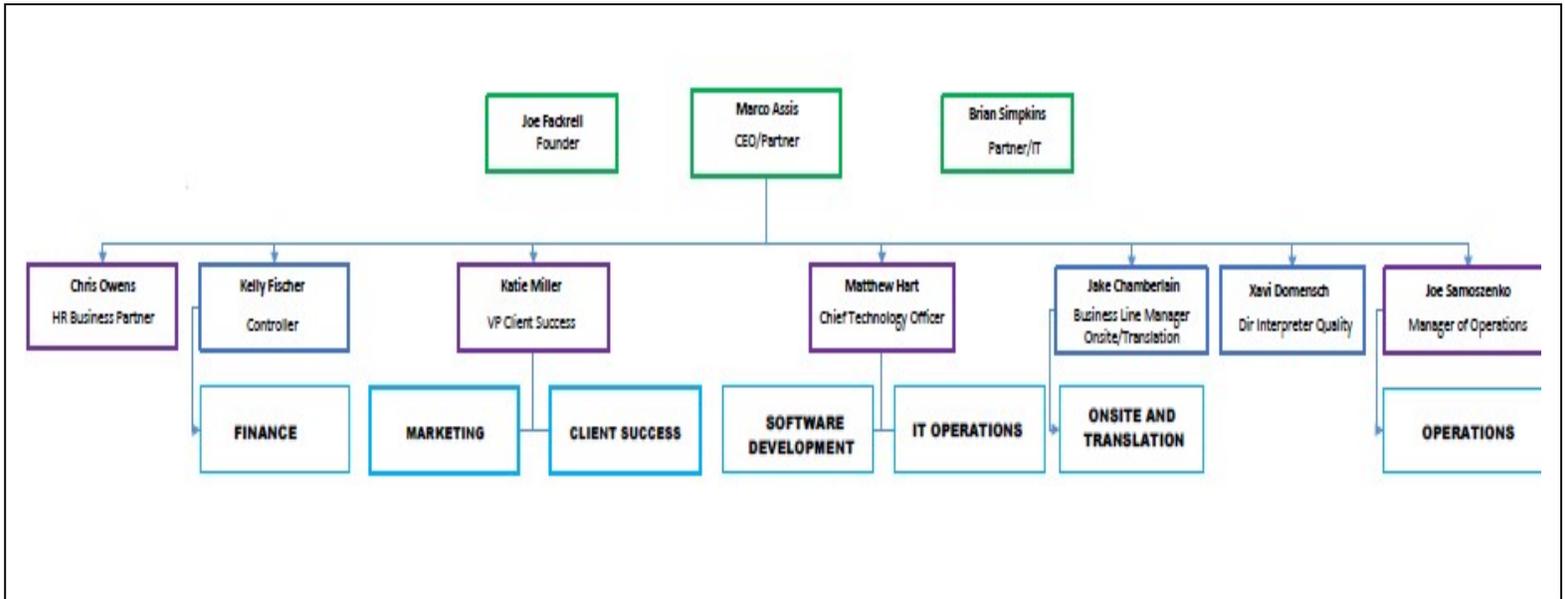
In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of June 04, 2020

A handwritten signature in cursive script that reads "Scott Schwab".

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1138898 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

Attachment 2 – Organization Chart



Attachment 3 – Disaster Recovery Plan

Telephony System

Propio has developed a proprietary automated call distribution system that has the scalability to handle up to several thousand simultaneous calls. Our process and system provide real time information about how many interpreters are logged in, how many are taking calls, and how many are available. By utilizing our historical call data, we make sure there are an appropriate number of interpreters to handle every call that is received. In those rare instances when a spike in call demand exceeds the supply of interpreters, we have a highly qualified backup interpreting company that handles our overflow. This assures the client always has instant access to all languages offered.

Fully-redundant telephony servers monitor all telephone lines simultaneously. The primary servers are programmed to answer after one ring. In the event that the phone is not answered the backup servers will answer automatically after 3 rings. All primary servers are backed up on a daily basis, with one set of backups located off-site. All failures are immediately communicated to a technician who is available 24/7. In the unlikely event of a catastrophic system failure such as a natural disaster, our system is set up to be manned by personnel at contingency sites located throughout the U.S.

Data Center

Our Data Center provider is SSAE 16 Type Certified and is home to over 120 Mission Critical Operations. It holds PCI DSS 3.2 certification and is also fully compliant with the Health Insurance Portability and Accountability Act (HIPAA).

- Network: Propio's internet backbone is of Mission Critical Design with routing is optimized to minimize or eliminate internet congestion points.
- Power: The datacenter building has multiple feeds from the utility company with 11 Generators onsite. 36 hours of Fuel onsite sustained by 24 hour Refueling contracts from multiple providers (each with separate sources).
- Cooling: DX cooling design with 38 individual units providing N+2 or better redundancy.
- Security: Our Data center is a private suite with alarm systems and facial recognition access systems.
- Uptime: Over the last 7+ years our Data Center Provider has had recorded zero downtime.

Attachment 4 – Propio Financial Information

CONFIDENTIAL – MUST BE REDACTED IF THIS RESPONSE IS SHARED WITH ANY NON-IDOA PERSON REQUESTING A COPY OF THIS RESPONSE

	2018 FY	2019 FY
Total Revenue	\$12,481,911	\$14,324,470
Growth	-13%	16%
Payment to Contractors	7,416,239	8,324,327
Gross Margin	5,065,672 40.6%	6,000,144 41.9%
Total Admin Expenses	3,107,112	5,056,645
Net Income	\$1,958,560	\$943,499

CONFIDENTIAL

	2018	2019
ASSETS		
Current Assets		
Checking/Savings	441,608	1,026,752
Accounts Receivable	2,042,350	1,671,367
Total Other Current Assets	10,666	20,685
Total Current Assets	2,494,623	2,718,803
Total Fixed Assets (net)	336,339	290,347
Goodwill, Net	126,692	360,715
Other Assets	14,210	18,152
TOTAL ASSETS	2,871,886	3,388,067
LIABILITIES & EQUITY		
Liabilities		
Accounts Payable	379,915	169,243
Credit Cards	3,484	74
Accrued Liabilities	508,540	878,216
Debt	1,141,260	3,335,757
Insurance Reserve		
Total Liabilities	2,033,198	4,383,290
Partners Equity	1,439,343	2,663,080
Treasury Stock	(2,459,237)	(4,601,812)
Net Income	1,958,560	943,499
Total Equity	938,666	(95,233)
TOTAL LIABILITIES & EQUITY	2,871,884	3,388,067

Notes:

- “Treasury Stock” found in the Partner’s Equity” section is the result of buying out two partners who recently retired.
- An increase in “Debt” is the result of buying out two partners who recently retired.
- The decline in 2019 “Net Income” is entirely due to expensing a large portion of buying out two partners who recently retired. Propio’s 2019 profit would have increased had it not been for this one-time, non-operational expense.
- Propio is “cash rich”. Over 30% of its assets are cash. Over 49% of its assets are in accounts receivable, which are typically converted into cash within 60 days.
- Bottom Line: Propio is financially healthy, with its revenues and profits growing at a double-digit rate.

This portion of the RFP response is confidential and cannot be shared with the public.

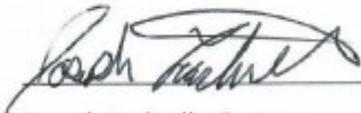
Attachment 5 – Document Authorizing Signer



11020 King Street, Ste. 420
Overland Park, KS 66210

June 10, 2020

Propio LS, LLC (DBA – Propio Language Services), is a Limited Liability Company organized in the State of Kansas. Its owners/officers are Joseph Fackrell, Brian Simkins, and Marco Assis. Marco Assis is legally authorized to commit Propio to contractual obligations.



Joseph Fackrell – Partner

6/10/2020
Date



Brian Simkins – Partner

6/10/2020
Date



Marco Assis – CEO, Partner

6-10-2020
Date

Attachment 6 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (**Eloquence Language Services**)



June 19, 2020

Indiana Dept. of Administration Procurement
Division
Attn: Ms. Traci Davidson
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Sir or Madam:

This letter is to confirm that my firm, Eloquence Language Services LLC, has committed to act as a subcontractor to Propio Language Services should it be awarded the contract for RFP #20-1311. As a subcontractor we will provide telephone interpreting services. Propio has committed to my firm that it will be allocated 9.0% of the dollar value of the contract. Propio has estimated the total annual dollar value of the contract to be \$1,362,992.76 (see page 7 of the RFP), so my 9.0% share would be \$122,669.35 per year. I do understand that the dollar commitment could vary up or down, depending on the total amount Propio is able to bill the state. Propio has indicated my firm will begin providing subcontractor services within 30 days of the start of services to Indiana and that I will continue to provide services for as long as it has the contract with the state.

Please feel free to contact me if you have any questions.

Best regards,

A handwritten signature in black ink that reads 'Karen I. Friedman'. The signature is written in a cursive style with a large, prominent 'K' and 'F'.

Karen I. Friedman
President

Attachment 6 – Subcontractor’s Willingness to Carry Out Responsibilities, Certification Letter, and Agreement with Propio (Eloquence Language Services)



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232 - 3061

June 26, 2018

Ms. Karen Friedman
Eloquence Language Services, LLC
3555 Inverness Boulevard
Carmel, IN 46032

Bidder Number: EXT0000015518

Subject: Application for WBE Certification

Dear Ms. Friedman:

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that Eloquence Language Services, LLC, is hereby certified as a Women's Business Enterprise (WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Women's Business Enterprise participation:

UNSPSC CODE(S)	
Code	Description
60103700	Foreign languages resources
82110000	Writing and translations
90121700	Guides and interpreters

On September 13, 2010, the Governor’s Commission on Minority and Women’s Business Enterprises approved the department’s effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company’s file and recertification documents. We have approved your recertification and it is valid through **June 30, 2021**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

Although your certification is valid for a three-year period, you are required to submit an annual *Affidavit of Continued Eligibility (ACE)* form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA’s procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

**Attachment 6 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (Eloquence Language Services)**

Reference: Eloquence Language Services, LLC

We ask that you please contact Amy L. Wolf, Deputy Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,



Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW:cl

Attachment 6 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (**Eloquence Language Services**)

**PROPIO LANGUAGE SERVICES AGREEMENT FOR
INTERPRETER SERVICES WITH ELOQUENCE LANGUAGE SERVICES, LLC.**

Propio LS, LLC, (“Customer”) and Eloquence Language Services, LLC (“Seller”), agree that the terms and conditions shown below will apply to over-the-phone interpreter services (“Interpreter Services”).

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the initial term of two years, unless terminated earlier as set forth in Section 10 of this Agreement. Upon the expiration of the initial two-year period, this Agreement will be automatically renewed for one-month periods unless either party provides written cancellation notice to the other at least thirty (30) days prior to the expiration of the current contract. Upon receipt of a timely cancellation notice by either party, this agreement will terminate at the end of the then-current one-month period.
2. **PAYMENT TERMS.** During the Term of this Agreement, Seller will charge Customer on a monthly schedule as follows:

Telephone Interpretation:	
• Spanish Only	\$ 9.00 / hour

Customer will provide Seller a volume of calls equal to approximately 9.0% of the value of the telephone interpreting contract the Customer has with the State of Indiana.

Customer agrees to pay all properly invoiced charges for Interpreter Services within 3 days of the invoice date via ACH direct deposit.
3. **USE OF SERVICE.** Customer represents that it will not use the Interpreter Services in any manner that may violate any applicable statute or government regulation. Customer will indemnify, defend and hold Seller, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
4. **UNAUTHORIZED USE OF SERVICE.** Customer agrees that all interpreting calls directed from its staff to Seller are authorized to receive billable interpreting services. Customer shall be solely and fully responsible for charges resulting from interpreting calls directed to Seller from its staff, whether or not such use is authorized.
5. **LIMITED WARRANTIES.** Seller will perform Interpreter Services in a professional manner. Except as otherwise set forth above, Seller makes no representation, warranty or guarantee, express or implied, about interpreter services. Seller does not warrant the availability of interpreters at all times, and Seller specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Customer recognizes that over-the-phone interpretations may not be entirely accurate in all cases.
6. **LIMITATION OF LIABILITY.**
 - A. For purposes of the exclusive remedy and limitations of liability set forth in this section, “Seller” shall be deemed to include its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers and interpreters (whether employees or independent contractors), and “damages” will refer collectively to all injury, damage, loss or expense incurred.
 - B. Except for obligations under section 2 (Payment Terms), and to the extent not prohibited by applicable law: (A) each party’s aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of (i) the amount paid by Customer within the previous 12 months for the interpreter services, or (ii) \$10,000 and (B) neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
7. **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party’s control if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.
8. **CONFIDENTIALITY.** Seller will not disclose any information derived from Customer’s communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Seller. If Seller, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Seller, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.
9. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Seller may assign its right to payment and may assign this Agreement to an affiliated or successor company.

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10. **TERMINATION.**
- A. If (i) Customer fails to pay any charge when due and the failure continues for seven (7) days after receipt by Customer of written notice of the failure from Seller or (ii) Customer fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Customer of written notice of the failure from Seller, then in either case Customer shall be in default and Seller may terminate this Agreement and exercise any available rights or remedies.
 - B. If Seller fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Customer, Seller shall be in default and Customer may terminate this Agreement and exercise any available rights or remedies.
 - C. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all services rendered prior to the effective date of termination.
11. **ENTIRE AGREEMENT.** This Agreement is the parties’ entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
12. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
13. **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Seller to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Seller, its affiliates or their respective successors.
15. **CHOICE OF LAW.** Indiana law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.

Your signature below acknowledges that you have read, understand & agree to the terms and conditions above

Customer: Propio LS, LLC

Accepted by: Marco Assis Name
Signature

Marco Assis, CEO
Type or Print Name and Title

June 18, 2020
Date

Eloquence Language Services, LLC:

Accepted by: Karel I. Friedman Signature

KAREL I. FRIEDMAN
Printed Name

JUNE 20, 2020
Date

Attachment 7 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (IntrinZ Inc.)



12175 Visionary Way, #430, Fishers, IN 46038, USA

June 20, 2020

Indiana Dept. of Administration Procurement Division
Attn: Ms. Traci Davidson
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Sir or Madam:

This letter is to confirm that my firm, Intrinz Inc. has committed to act as a subcontractor to Propio Language Services should they be awarded the contract for RFP # 20-1311. As a subcontractor, we will provide telephone interpreting services. Propio has committed to my firm that it will be allocated 9.0% of the dollar value of the contract. Propio has estimated the total annual dollar value of the contract to be \$1,362,992.76 (see page 7 of the RFP), so my 9.0% share would be \$122,669.35 per year. I do understand that the dollar commitment could vary up or down depending on the total amount Propio is able to bill the state. Propio has indicated my firm will begin providing subcontractor services within 30 days of the start of services to Indiana and that I will continue to provide services for as long as it has the contract with the state.

Please feel free to contact me if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Patricia Musarini", is written over a horizontal line.

Patricia Musarini

President

IntrinZ Inc.

**Attachment 7 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (IntrinZ Inc.)**



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232-3061

April 4, 2019

Ms. Patricia Musariri Gurnell
IntrinZ, Inc.
12175 Visionary Way, #430
Fishers, IN 46037

Bidder ID: EXT 0000032653

Subject: Application for M/WBE Certification

Dear Ms. Musariri Gurnell:

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **IntrinZ, Inc.** is hereby certified as a Minority and Women's Business Enterprise (M/WBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority or Women's Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80101500	Business and corporate management consultation services
80101502	Corporate mergers consultation services
80101511	Human resources consulting service
80101600	Project management
80101603	Economic or financial evaluation of projects
80101706	Professional procurement services
80151600	International trade services
82110000	Writing and translations
82111804	Written translation services
82112000	In person language interpretation services
84111700	Corporate finance
84111701	Treasury services
84111800	Taxation issues and preparation
84111802	Tax advisory services
93171600	International trade
93171603	Global trade policies or procedures

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **April 30, 2022**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

**Attachment 7 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (IntrinZ Inc.)**

Reference: Intrinz, Inc.

Although your certification is valid for a three-year period, you are required to submit an annual *Affidavit of Continued Eligibility (ACE)* form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA’s procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Deputy Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,



Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

**Attachment 7 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (Intrinz Inc.)**

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INTERPRETER SERVICES WITH INTRINZ INC.**

Propio LS, LLC, (“Customer”) and Intrinz Inc. (“Seller”), agree that the terms and conditions shown below will apply to over-the-phone interpreter services (“Interpreter Services”).

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the initial term of **two years**, unless terminated earlier as set forth in Section 10 of this Agreement. Upon the expiration of the initial two-year period, this Agreement will be automatically renewed for one-month periods unless either party provides written cancellation notice to the other at least thirty (30) days prior to the expiration of the current contract. Upon receipt of a timely cancellation notice by either party, this agreement will terminate at the end of the then-current one-month period.
2. **PAYMENT TERMS.** During the Term of this Agreement, Seller will charge Customer on a monthly schedule as follows:

Telephone Interpretation:
• **Spanish Only** **\$ 9.00 / hour**

Customer will provide Seller a volume of calls equal to approximately 9.0% of the value of the telephone interpreting contract the Customer has with the State of Indiana.

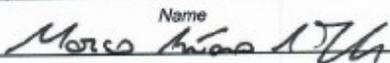
Customer agrees to pay all properly invoiced charges for Interpreter Services **within 3 days of the invoice date via ACH direct deposit.**
3. **USE OF SERVICE.** Customer represents that it will not use the Interpreter Services in any manner that may violate any applicable statute or government regulation. Customer will indemnify, defend and hold Seller, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
4. **UNAUTHORIZED USE OF SERVICE.** Customer agrees that all interpreting calls directed from its staff to Seller are authorized to receive billable interpreting services. Customer shall be solely and fully responsible for charges resulting from interpreting calls directed to Seller from its staff, whether or not such use is authorized.
5. **LIMITED WARRANTIES.** Seller will perform Interpreter Services in a professional manner. Except as otherwise set forth above, Seller makes no representation, warranty or guarantee, express or implied, about interpreter services. Seller does not warrant the availability of interpreters at all times, and Seller specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Customer recognizes that over-the-phone interpretations may not be entirely accurate in all cases.
6. **LIMITATION OF LIABILITY.**
 - A. For purposes of the exclusive remedy and limitations of liability set forth in this section, “Seller” shall be deemed to include its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers and interpreters (whether employees or independent contractors), and “damages” will refer collectively to all injury, damage, loss or expense incurred.
 - B. Except for obligations under section 2 (Payment Terms), and to the extent not prohibited by applicable law: (A) each party’s aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of (i) the amount paid by Customer within the previous 12 months for the interpreter services, or (ii) \$10,000 and (B) neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
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12. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
13. **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Seller to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Seller, its affiliates or their respective successors.
15. **CHOICE OF LAW.** Indiana law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.

Your signature below acknowledges that you have read, understand & agree to the terms and conditions above

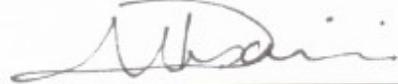
Customer: Propio LS, LLC
Name

Accepted by: 
Signature

Marco Assis, CEO
Type or Print Name and Title

June 18, 2020
Date

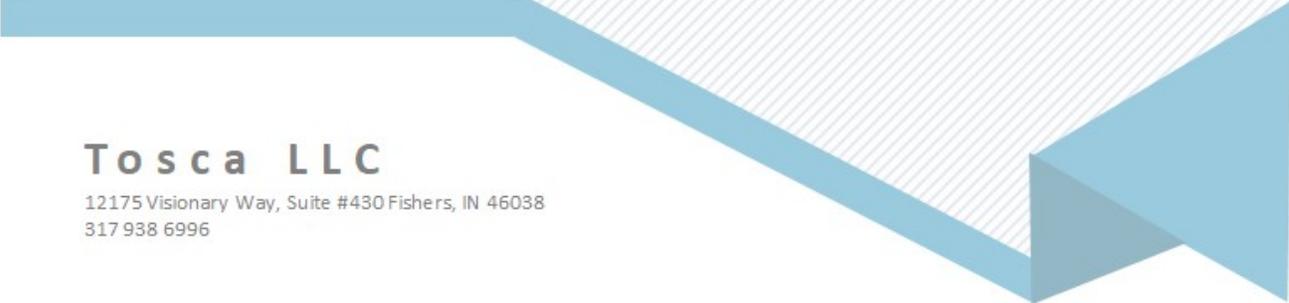
IntrinZ Inc.: _____

Accepted by: 
Signature

Patricia Musarini Gurnell
Printed Name

June 20, 2020
Date

**Attachment 8 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (Tosca LLC)**



Tosca LLC

12175 Visionary Way, Suite #430 Fishers, IN 46038
317 938 6996

Indiana Dept. of Administration Procurement Division
Attn: Ms. Traci Davidson
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

Dear Sir or Madam:

This letter is to confirm that my firm, *Tosca LLC* has committed to act as a subcontractor to Propio Language Services should they be awarded the contract for RFP # 20-1311. As a subcontractor, we will provide telephone interpreting services. Propio has committed to my firm that it will be allocated 4.0% of the dollar value of the contract. Propio has estimated the total annual dollar value of the contract to be \$1,362,992.76 (see page 7 of the RFP), so my 4.0% share would be \$54,519.71 per year. I do understand that the dollar commitment could vary up or down depending on the total amount Propio is able to bill the state. Propio has indicated my firm will begin providing subcontractor services within 30 days of the start of services to Indiana and that I will continue to provide services for as long as it has the contract with the state.

Please feel free to contact me if you have any questions.

Best Regards,



Mr. Isadore Gurnell
President
Tosca LLC.

Attachment 8 – Subcontractor’s Willingness to Carry Out Responsibilities,
Certification Letter, and Agreement with Propio (Tosca LLC)



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Indiana Veteran Business

Indiana Government Center South
402 West Washington Street, Room W468
Indianapolis, IN 46204

January 29, 2019

Mr. Isadore Gurnell
Tosca, LLC
12175 Visionary Way
Fishers, IN 46037

Bidder # EXT 0000049524

Subject: Indiana Veteran Owned Small Business Certification

Dear Mr. Gurnell,

Congratulations! The Indiana Department of Administration is pleased to inform you that Tosca, LLC, is hereby certified as an Indiana Veteran Owned Small Business Enterprise (“IVOSB”).

Tosca, LLC’s certification is valid from January 30, 2019, through January 30, 2021. Annually, the company must complete the Affidavit of Continued Eligibility Form and submit it to the department. The company must complete the recertification process every two years. The Department recommends that you start this process at least 90 days prior the expiration of the company’s certification to avoid any lapse in certification. More information regarding this process, along with additional information about IVOSB program and available opportunities can be found at:
<http://in.gov/idoa/2862.htm>.

If you should have any questions or concerns, please do not hesitate to contact the Department via email at indianaveteranspreference@idoa.in.gov.

Sincerely,

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

**Attachment 8 – Subcontractor’s Willingness to Carry Out Responsibilities,
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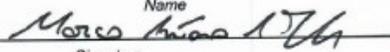
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15. **CHOICE OF LAW.** Indiana law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.

Your signature below acknowledges that you have read, understand & agree to the terms and conditions above

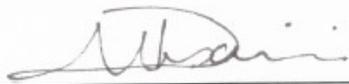
Customer: Propio LS, LLC
Name

Accepted by: 
Signature

Marco Assis, CEO
Type or Print Name and Title

June 18, 2020
Date

Intrinz Inc.: _____

Accepted by: 
Signature

Patricia Musariri Gumell
Printed Name

June 20, 2020
Date