

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Under NASPO ValuePoint Contract for
On-Demand Remote Interpreting and Document Translation
New Mexico Contract Ref. No. 90-000-18-00003AG
New Mexico Solicitation No. 90-000-18-00003
New Jersey Contract Ref. No. M4001/20-PROSV-01116**

This Participating Addendum is made as the last date of signature below, whichever is later (the "Effective Date"), by and between, Voiance Language Services, LLC whose address is 2650 E. Elvira Road, Suite 132, Tucson, AZ 85756-7123 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement (as defined below).

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property (the "Director"), within the New Jersey Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the New Mexico ("Lead State") and Contractor have entered into Contract No. 90-000-18-00003AG (the "Master Agreement"), which may be found at the following URL: <https://www.naspovaluepoint.org/portfolio/on-demand-remote-interpreting-opi-and-vri-and-document-translation/voiance-language-services/> awarded in accordance with the New Mexico Solicitation for On-Demand Remote Interpreting and Document Translation, Solicitation # 90-000-18-00003 (the "Solicitation"); and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the Master Agreement to provide On-Demand Remote Interpreting and Document Translation is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this Participating Addendum shall be effective from the Effective Date and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the Master Agreement, the State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the Master Agreement under the same terms and conditions as stated in this Participating Addendum. Notwithstanding anything to the contrary contained in the Master Agreement, there shall be no automatic renewals of the Participating Addendum.
2. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "Agreement"):
 - a. This Participating Addendum, including the State of New Jersey Participating Addendum Standard Terms and Conditions and its Exhibits, incorporated herein as Attachment A;
 - b. The Master Agreement, including its attachments and exhibits, as applicable, subject to the provisions of Section 1.0 of this Participating Addendum, incorporated by reference herein as Attachment B;
 - c. The Solicitation, as amended, incorporated by reference herein as Attachment C;
 - d. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, incorporated by reference herein as Attachment D; and
 - e. A Purchase Order issued by an Authorized Purchaser against the Participating Addendum;

The documents comprising the Agreement shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the Agreement, the conflict shall be resolved by giving priority to the documents in the order listed above.

3. The Agreement sets forth the entire agreement between the parties and supersedes all previous 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 Participating Addendum and the Master Agreement, shall not be added to or incorporated into this Participating Addendum or the Master Agreement by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.
4. Amendments – This Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Services:

1. The scope of Products and Services that may be procured by Authorized Purchasers defined in Section 5.0(1) of this Participating Addendum (State agencies) shall be those Products and Service offerings awarded under the Master Agreement, subject to restrictions, if any, set forth in the State's Method of Operation, as may be amended from time to time and posted on the State's website. For all other Authorized Purchasers, the full suite of Product and Service offerings awarded under the Master Agreement may be procured under this Participating Addendum.
2. Contractor shall demonstrate to the State that each Product or Service included in an order is within the scope of the Master Agreement as awarded by the Lead State.

3.0 Reporting Requirements

The Contractor shall deliver a copy of the detailed sales data reports described in the Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and NASPO ValuePoint Cooperative Development Team. The Reports may be limited to Sales made to Authorized Purchasers under this Participating Addendum.

4.0 Restrictions

1. Any restrictions or limitations regarding the State's use of this Agreement will be set forth in the State's Method of Operation, as may be amended from time to time and posted on the State's website.
2. Financing, leasing, and renting is not permitted under this Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 5.0(2)-(5) may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

5.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1, volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges –in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

Authorized Purchasers as defined in Section 5.0(2)-(5) are responsible for the full cost of their purchases. The State and Authorized Purchasers as defined in Section 5.0(1) are responsible for the full cost of their purchases.

6.0 Modified Master Agreement Terms

1. Notwithstanding anything to the contrary in the Master Agreement, the first two sentences of Section 17, Payment, of the Master Agreement are hereby deleted in their entirety. Payments for purchases under the Participating Addendum and Master Agreement shall be governed by Section 6.5, New Jersey Prompt Payment Act, of Attachment A, State of New Jersey Participating Addendum Standard Terms and Conditions, of this Participating Addendum.

7.0 Miscellaneous

2. **No Waiver** - No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
3. **Dispute Resolution** - The State and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
4. **Arbitration or Mediation** - Any provision regarding arbitration or binding mediation within the Agreement is deleted in its entirety.

8.0 The State of New Jersey Mandatory Certification Requirements:

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.);
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
6. Disclosure of Investigations and Actions Involving Bidder
7. Vendor Certification (P.L. 2005, c.271);
8. Source Disclosure Certification (N.J.S.A. 52:34-13.2);
9. Proof of insurance as specified herein;
10. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.)
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.

9.0 Primary Contacts:

The primary participating entity contacts for this Participating Addendum are as follows:

Name:	Brenda Tran
Title:	Procurement Specialist
Participating Entity Name:	Division of Purchase and Property, Department of the Treasury State of New Jersey
Address:	33 West State Street, 8 th Floor PO Box 230 Trenton, New Jersey 08625-0230
Telephone:	(609) 292-0363
Fax:	(609) 292-5170
E-mail:	Brenda.Tran@treas.nj.gov

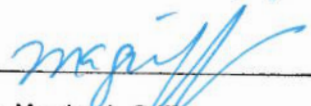

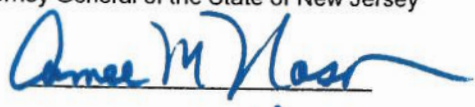
The primary Contractor contact for this Participating Addendum is as follows:

Name: Bill Martin
Title: Senior Strategic Account Manager
Contractor: Voiance Language Services, LLC
Address: 2650 E. Elvira Road, Suite 132
Tucson, Arizona 85756
Telephone: (520) 573-2367
Fax: (520) 745-9022
E-mail: bmartin@voiance.com

The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

Any notice between the parties provided for in this Participating Addendum, or elsewhere in the Master Agreement, shall be in writing and shall be sent both via regular certified mail, return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u></u></p> <p>Name: Maurice A. Griffin</p> <p>Title: Acting Director, Division</p> <p>Date: <u>3/3/2020</u></p>	<p>Voiance Language Services, LLC</p> <p>By: <u></u> Blhegborow (Feb 21, 2020)</p> <p>Name: <u>Blhegborow</u></p> <p>Title: <u>VP, Contact Center Operations</u></p> <p>Date: <u>Feb 21, 2020</u></p>
<p>Approved as to Form: Gurbir S. Grewal Attorney General of the State of New Jersey</p> <p>By: <u></u></p> <p>Name: <u>Aimee M. Nason</u></p> <p>Title: Deputy Attorney General</p> <p>Date: <u>2-26-2020</u></p>	