

**PARTICIPATING ADDENDUM**



**ON-DEMAND REMOTE INTERPRETING  
(OPI AND VRI) AND DOCUMENT TRANSLATION**

Led by the State of New Mexico

Master Agreement #: 90-000-18-00003AA

Contractor: **Bromberg & Associates**

Participating Entity: **STATE OF SOUTH DAKOTA – CONTRACT 17800**

The following service is included in this contract portfolio:

- **On-Demand Remote Document Translation**

The following services are not included in this agreement:

- **On-Demand Remote Over the Phone Interpreting**
- **On-Demand Remote Video Remote Interpreting**

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the On-Demand Remote Interpreting (OPI And VRI) And Document Translation led by the State of New Mexico for use by state agencies and other entities located in the Participating **State of South Dakota** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of South Dakota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in **South Dakota**. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee.

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

**Contractor**

Name:	Jinny Bromberg
Address:	32910 W. Thirteen Mile Road, Suite E-504, Farmington Hills, MI 48334
Telephone:	(313) 871-0080
Fax:	(888) 225-1912
Email:	Jinny@brombergtranslations.com



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Participating Entity

Name:	Lisa Hubbard
Address:	Office of Procurement Management 523 East Capitol Avenue Pierre, SD 57501
Telephone:	605-773-4580
Fax:	605-773-4840
Email:	lisa.hubbard@state.sd.us

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

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

**Controlling Law of Venue:** The laws of the state of South Dakota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before a federal or Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**Indemnification:** Contractor hereby agrees to indemnify and hold the State of South Dakota, and its agents, agencies, officers, and employees, harmless from and against third-party actions, suits, damages, liability or other proceedings that may arise as the result of performing services or providing goods under this contract, as set forth in the Master Agreement. This provision does not require vendor/contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its agents, agencies, officers, or employees.

**Insurance:** This contract shall not require the State of South Dakota to purchase any insurance, nor shall the State of South Dakota be obligated to provide for any self- insurance beyond that required by South Dakota law relating to tort claims. Vendor/contractor shall be required to provide insurance for: (1) Commercial General Liability; (2) Professional Liability; (3) Business Automobile Liability; and (4) Workers' Compensation, with terms and conditions as set out in the Master Agreement.

**Compliance with SDCL ch 5-18A:** Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned

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subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

**Restriction of Boycott of Israel:** Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement vendor/contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Vendor/contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.


5. **Lease Agreements:** **Reserved**
6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of South Dakota 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.
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.



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

Participating Entity: <b>South Dakota</b>	Contractor: Bromberg & Associates
Signature: 	Signature: 
Name: <b>Steven L. Berg</b>	Name: Jinny Bromberg
Title: <b>Director of Procurement Management</b>	Title: President
Date: 	Date: August 07, 2023

For questions on executing a participating addendum, please contact:  
NASPO ValuePoint

Cooperative Contracting Coordinator:	Abigail Chittenden
Telephone:	(463) 278-0250
Email:	<a href="mailto:achittenden@naspo.org">achittenden@naspo.org</a>

**[Please email fully executed PDF copy of this document to  
[PA@naspo.valuepoint.org](mailto:PA@naspo.valuepoint.org)  
to support documentation of participation and posting in appropriate data bases.]**