



Commonwealth of Kentucky

MASTER AGREEMENT

| CONTRACT INFORMATION | | | |
|---|--|---------------------|--------------------------------|
| MASTER AGREEMENT NUMBER: MA 758 2600000811 | | | |
| Effective Date: | 04/27/2026 | Record Date: | |
| Expiration Date: | 07/28/2027 | Procurement Folder: | 1939583 |
| Document Description: | NASPO - Interpretation & Translation Services (Bromberg) | Procurement Type: | Special Authority Goods & Svcs |
| Cited Authority: | Intergovernmental Purchases | Version Number: | 1 |

| CONTACT INFORMATION | |
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| ISSUER: Carrie Willard 502-564-6515 Carrie.Willard@ky.gov | REQUESTOR: Carrie Willard 502-564-6515 Carrie.Willard@ky.gov |

| VENDOR INFORMATION | |
|--|---|
| Name /Address: KS0005128: Bromberg & Associates, L.L.C. 32910 W. Thirteen Mile Road Suite E-504 Farmington Hills MI 48334 | Contact: Carly Priehs 3134814988 |

| COMMODITY / SERVICE INFORMATION | | | | | | | |
|--|----------|-----|------------|----------------|--------------|------------|------------|
| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Total |
| 1 | 0.00000 | | \$0.000000 | \$0.00 | | | \$0.00 |
| Over-the-Phone Interpretation (OPI) | | | | | | | |
| Extended Description: Category 1 Over-the-Phone Interpretation (OPI) | | | | | | | |
| 2 | 0.00000 | | \$0.000000 | \$0.00 | | | \$0.00 |
| Video Remote Interpretation (VRI) | | | | | | | |
| Extended Description: Category 2 Video Remote Interpretation (VRI) | | | | | | | |
| 3 | 0.00000 | | \$0.000000 | \$0.00 | | | \$0.00 |
| Document Translation | | | | | | | |
| Extended Description: Category 3 Document Translation | | | | | | | |

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**PARTICIPATING ADDENDUM NUMBER MA 758 2600000811
FOR
REMOTE INTERPRETING AND TRANSLATING SERVICES
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
BROMBERG & ASSOCIATES, LLC**

This Participating Addendum is entered into by the Commonwealth of Kentucky (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AB, executed by Contractor and the State of New Mexico (“Lead State”) for Remote Interpreting and Translating Services (“Master Agreement”):

Bromberg & Associates, LLC (“Contractor”)
32910 W. Thirteen Mile Road, Suite E-504
Farmington Hills, MI 48334

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Rouba Ayoub
rouba@brombergtranslations.com
313-481-4979

Participating Entity’s contact for this Participating Addendum is:

Carrie Willard
Statewide Procurement Analyst II
Carrie.Willard@ky.gov
Office (502)564-6515
Office (502)564-4510

II. TERM. This Participating Addendum is effective as of April 27, 2026, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.
- c. Artificial Intelligence (AI) Use.** Artificial Intelligence shall be used by the Contractor only as described in their Master Agreement. Any changes in use shall be approved by the Participating Entity prior to implementation.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by and shall include the Participating State/Entity’s contract number (MA 758 2600000811) and the NASPO Contract number (40-00000-24-00076AB) on the Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor’s computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor’s unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the net amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

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VIII. FEDERAL FUNDING REQUIREMENTS. 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. Not applicable.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:
a. Attachment A: Commonwealth of Kentucky Master Agreement Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
 Rouba Ayoub
rouba@brombergtranslations.com
 313-481-4979

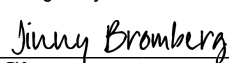
For Participating Entity:
 Carrie Willard
 Statewide Procurement Analyst II
Carrie.Willard@ky.gov
 Office (502)564-6515
 Office (502)564-4510

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.
CONTRACTOR: **PARTICIPATING ENTITY:**

Signed by:


 Signature

DocuSigned by:


 Signature

Jinny Bromberg

Printed Name

Stacy Blank

Printed Name

President

Title

Executive Director

Title

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4/28/2026

Date

4/29/2026

Date

| | | | |
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ATTACHMENT A

COMMONWEALTH OF KENTUCKY MASTER AGREEMENT TERMS AND CONDITIONS

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

Insurance Requirements

*** Proof of all required insurances should be provided prior to award.***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with 10.32(C) through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional

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Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive.

A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

“The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis.”

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

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If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- # The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract ***or*** the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
- # OPS reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.