



ON-DEMAND REMOTE INTERPRETING
(OPI AND VRI) AND DOCUMENT TRANSLATION
Led by the State of **New Mexico**

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

Contractor: **Corporate Translation Services, Inc. dba Language Link**
Participating Entity: **STATE OF IOWA**

The following services are included in this contract portfolio:

- On-Demand Remote Document Translation
- 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 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 **[IOWA]**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

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

Contractor

Name:	Sarah Gamble
Address:	701 NE 136 th Ave Suit 200, Vancouver, WA 98684
Telephone:	800-208-2620
Email:	Naspo@language.link

Participating Entity

Name:	Julie Janssen
Address:	Hoover Building, 3 rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515-281-5602
Email:	Julie.Janssen@iowa.gov



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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of **[IOWA]**, 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.
6. Orders Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and PA unless: (a) the parties to the order agree in writing that another contract or agreement applies to such order; (b) it is a purchase from an agency that is not mandated to purchase under this agreement and elects to purchase under an alternative agreement; and/or (c) the state agency elects not to purchase under this agreement under its sole discretion (it is a state agency's obligation to purchase under the correct contract vehicle).
7. Pricing: The pricing terms and discount matrix from the Master Agreement 90-000-18-00003AB shall flow down this PA. Any adjustment or amendment of the pricing will not be effective unless approved by the Lead State for the Master Agreement. The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease.
8. Delivery: FOB Destination Freight Prepaid.
9. Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.
10. Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.
11. Administrative Fee: Contractor shall pay a one percent (1%) administrative fee to the State of Iowa. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus credits) sales made within the State of Iowa under this PA paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".



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Send to:
State of Iowa
Department of Administrative Services - Central Procurement and Fleet Enterprise
Attention: DAS – CPFSE COO
1305 E. Walnut St.
Des Moines, IA 50319

- 12.** Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to NASPO ValuePoint Master Agreement Terms and Conditions for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30
Quarter #2: October 1 through December 31, due annually by January 30
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report shall report detailed sales data by: (1) state; (2) Purchasing Entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship to locations; (45) Purchase Order Type; (6) Purchase Order date; (7) Service Date; (8) and line item description, including item number if used (9); quantity, unit and extended invoices unit and extended invoice prices.

- 13.** Payment Terms NET 60: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- 14.** Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention



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of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

15. Choice of Law and Forum: The laws of the State of Iowa shall govern and determine all matters arising out or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.



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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: STATE OF IOWA DAS CENTRAL PROCUREMENT	Contractor: <i>Language Link</i>
Signature: <i>Julie Janssen</i>	Signature: <i>Alan Bloch</i>
Name: JULIE JANSSEN	Name: <i>Alan Bloch</i>
Title: PURCHASING AGENT III	Title: <i>Controller</i>
Date: <i>2/27/2020</i>	Date: <i>2/26/2020</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Tara Larwick
Telephone:	720-551-9530
Email:	tlarwick@naspovaluepoint.org