



State of Idaho

**CHANGE ORDER - 01**

PLEASE DO NOT DUPLICATE THIS ORDER.

**Change Order Summary**

**Purchase Order Number:** PADD15200971

**Account Number:** AC-1

**Revision Number:** 01

**Change Order Date:** May 21, 2015

**Service Start Date:** May 4, 2015

**Service End Date:** March 4, 2017

**Payment Method:** Invoice

**Payment Terms:** No Payment Terms specified

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [ChangeLog.htm](#) :Purchase Order Change

**Supplier**

Andrew Gosser  
 CTS LANGUAGELINK  
 911 Main Street, Suite 300  
 Vancouver, WA 98660  
**Phone:** 360 433-0422

**Fax:** 360 693-9292**Email:** andrew@ctslanguagelink.com**Buyer Contact**

Chelsea Cameron  
 Tel:208-332-1607  
 Fax: 208-327-7320  
 chelsea.cameron@adm.idaho.gov

**Contract Number:****Bill To Address**

DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702

**Phone:** 208-327-7465**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP - Various Locations**Ship To Address**

DOP - Various State Agencies  
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 Various, Idaho 83702

**Phone:** 208-327-7465**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP - Various Locations**Instructions**

PADD15200971, Telephone Bases Interpreter Services and NASPO ValuePoint Master Price Agreement (New Mexico Contract Number 50-000-14-00002AA). Administrative change to attach PADD document.

Original Contract 05/04/2015-03/04/2017 \$240,000.00

Change Order 1: 05/04/2015-03/04/2017 \$0

Total Contract: \$240,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
Item Description	#1	1	0	MON	\$0.00	\$0.00

05/21/2015 Administrative Change - attach PADD



**Delivery Date:** May 22, 2015  
**Shipping Method:** Delivery  
**Shipping Instructions:** Shipping instructions will be given by ordering agency at time of order.  
**Ship FOB:** Destination  
**Attachment(s)**  
**Special Instructions:** Billing instructions will be given by individual ordering agency at time of order.  
Payment terms - Net 30

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<b>Sub-Total (USD)</b>	\$0.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$0.00

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

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**Signature:**   
**Signed By:**



State of Idaho

**Participating Addendum**

PLEASE DO NOT DUPLICATE THIS ORDER.

**Change Order Summary**

**Purchase Order Number:** PADD15200971  
**Account Number:** AC-1  
**Change Order Date:** May 20, 2015  
**Service Start Date:** May 4, 2015  
**Service End Date:** March 4, 2017  
**Payment Method:** Invoice  
**Payment Terms:** No Payment Terms specified  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):**

**Supplier**

Andrew Gosser  
 CTS LANGUAGELINK  
 911 Main Street, Suite 300  
 Vancouver, WA 98660  
**Phone:** 360 433-0422  
**Fax:** 360 693-9292  
**Email:** andrew@ctslanguageink.com

**Buyer Contact**

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**Ship To Address**

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**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Instructions****NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract is for Telephone Bases Interpreter Services and NASPO ValuePoint Master Price Agreement (New Mexico Contract Number 50-000-14-00002AA). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Telephone Based Interpreter Services

Contract Usage Type: Mandatory Use

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

Phone Number: 208-332-1607

Fax Number: 208-327-7320

E-Mail: [chelsea.cameron@adm.idaho.gov](mailto:chelsea.cameron@adm.idaho.gov)

**Contractor's Primary Contacts**

Contact: Sarah Gamble

Phone Number: 360-433-00441

Fax Number: 360-433-0441

E-Mail: [sarah.gamble@ctslanguageink.com](mailto:sarah.gamble@ctslanguageink.com)

Website: [www.ctslanguageink.com](http://www.ctslanguageink.com)

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	22	0		MON	\$10,909.10	\$240,000.20
<b>Item Description</b>	#1	Telephone Based Interpreter Services (05/04/2015-03/04/2017). New Mexico (lead state) Master Agreement #50-000-14-00002AA.				
<b>Delivery Date:</b>	May 21, 2015	🚚				
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>	Shipping instructions will be given by ordering agency at time of order.					
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>	Billing instructions will be given by individual ordering agency at time of order.					
	Payment terms - Net 30					

<b>Sub-Total (USD)</b>	\$240,000.20
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$240,000.20

Note: If there is a ⬇️ next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By:

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM  
Telephone Based Interpreter Services  
Administered by the State of New Mexico (hereinafter "Lead State")**

CTS Language Link  
Master Agreement No: 50-000-14-00002AA  
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing  
PADD No: 15200971  
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Telephone Based Interpreter Services contract led by the State of New Mexico (Master Agreement No. 50-000-14-00002AA) for use by state agencies and other entities located in the State of Idaho, as provided below.

2. **Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. **Participating State Modifications or Additions to Master Agreement:**

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

3.1 **Assignment:** No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 calendar days of the date of the amendment, in order to be effective.

3.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Per the WSCA-NASPO contract price adjustment is allowed based on state administrative fees.

See below section 26 on Administrative Fees Item b.

*"b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee."*

CTS LanguageLink is opting to adjust our rate for the state of Idaho to cover .25% of the 1.25% state administrative fee. The rate for billed to Idaho for telephonic interpretation services is \$0.6216 per minute.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

**Reporting Time Line (Fiscal Year Quarters):**

**Fee and Report Due:**

1<sup>st</sup> Quarter July 1 - Sept 30  
2<sup>nd</sup> Quarter Oct 1 - Dec 31  
3<sup>rd</sup> Quarter Jan 1 - Mar 31  
4<sup>th</sup> Quarter Apr 1 - Jun 30

October 31st  
January 31st  
April 30<sup>th</sup>  
July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

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

**Contractor**

Name	Alan Bloch
Address	911 Main Street. # 10, Vancouver, WA 98660
Telephone	360-433-0426
Fax	360-433-0426
E-mail	<a href="mailto:Alan.bloch@ctslanguagelink.com">Alan.bloch@ctslanguagelink.com</a>

**Participating State**

Name	Chelsea Cameron, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1607
Fax	208-327-7320
E-mail	<a href="mailto:chelsea.cameron@adm.idaho.gov">chelsea.cameron@adm.idaho.gov</a>

5. **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. All orders issued by purchasing entities within the state of Idaho must include the Participating State contract number: **PADD #####** as well as the Lead State Master Agreement No. **50-000-14-00002AA**.

6. **Entire Agreement:** This PADD and the Master Agreement No. 50-000-14-00002AA, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the

terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: CTS Language Link
By: 	By: 
Name: CHELSEA CAMERON	Name: Alan Bloch
Title: BUYER	Title: Controller
Date: 5/6/2015	Date: 5/6/15