



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD15200978
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

Sabrina Morales
 LINGUISTICA INTERNATIONAL
 8819 South Redwood Road
 Suite D
 West Jordan, UT 84088
Phone: 801-842-2333
Fax:
Email: smorales@linguisticainternational.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
 State of Idaho
 Various Locations
 See Below for Details
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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 Back Order	Unit	Unit Price	Total
Item Description #1	1	0	MON	\$0.00	\$0.00

05/21/2015 Administrative Change - attach PADD



Delivery Date:
Shipping Method:
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

May 22, 2015

Delivery

Destination

Billing instructions will be given by individual ordering agency at time of order.

Payment terms - Net 30

Sub-Total (USD)	\$0.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$0.00

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

Signature : 
Signed By :



State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD15200978

Account Number: AC-1

Purchase 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):

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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 for 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

Contractor's Primary Contacts

Contact: Sabrina Morales

Phone Number: 866-908-5744

Fax Number: 801-262-4622

E-Mail: admin@linguisticainternational.com

Website: www.linguisticainternational.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
Item Description	#1					
						Telephone Based Interpreter Services (05/04/2015-03/04/2017). New Mexico (lead state) Master Agreement #50-000-14-00002AA.
						
Delivery Date:	May 22, 2015					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						Billing instructions will be given by individual ordering agency at time of order. Payment terms - Net 30

Sub-Total (USD)	\$240,000.20
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$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")**

Linguistica International
Master Agreement No: 50-000-14-00002AA
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing
(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.

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 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to 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.**

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

Contractor

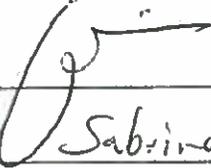
Name	Linguistica International
Address	8819 South Redwood Road, Suite D, Jordan, Utah 84088
Telephone	866-908-5744
Fax	801-262-4622
E-mail	admin@linguisticainternational.com

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	chelsea.cameron@adm.idaho.gov

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. 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.

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

Participating State: State of Idaho	Contractor: Linguistica International
By: 	By: 
Name: CHELSEA CAMERON	Name: Sabrina Morales
Title: BUYER	Title: CEO
Date: 5/4/2015	Date: May 4, 2015