The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar...
amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract 05/04/2015-03/04/2017 $240,000.00
Change Order 1: 05/04/2015-03/04/2017 $0
Change Order 2: 03/05/2017-03/04/2018 $240,000.00
Change Order 3: 03/05/2018-03/04/2019 $200,000.00
Change Order 4: 03/05/2019-03/04/2020 $200,000.00
Total Contract: $880,000.00

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Items</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.00</td>
<td></td>
<td>0</td>
<td>ANN</td>
<td>200,000.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

Item Description

#2
Renewal of PADD15200978 03/05/2019-03/04/2020.

Delivery Date: March 15, 2017
Shipping Method: Delivery
Shipping Instructions: 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) $200,000.00
Estimated Tax (USD) $0.00
TOTAL: (USD) $200,000.00

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

Signature: [Signature]
Signed By: Chelsea Robillard
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

<table>
<thead>
<tr>
<th>Awarded Vendor:</th>
<th>Price Agreement Number:</th>
<th>Price Agreement Amendment No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000110934 Linguistica International, Inc. 8819 South Redwood Rd., Ste. D Salt Lake City, UT 84088</td>
<td>50-000-14-00002AB</td>
<td>Four</td>
</tr>
<tr>
<td>Telephone No. (866) 908-5744</td>
<td>Term:</td>
<td>March 4, 2015 – March 4, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ship To:</th>
<th>Procurement Specialist: Travis Dutton-Leyda</th>
</tr>
</thead>
<tbody>
<tr>
<td>All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</td>
<td>Telephone No.: 505-827-0477</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice:</th>
<th>Email: <a href="mailto:travis.dutton-leyda@state.nm.us">travis.dutton-leyda@state.nm.us</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>As Requested</td>
<td></td>
</tr>
</tbody>
</table>

Title: Telephone Based Interpreter Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 5, 2019 to March 4, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]  
New Mexico State Purchasing Agent  

Date: 12/14/2018

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6830, Santa Fe, NM 87502 (505) 827-0472
THIS Agreement ("Agreement" or "Contract") is entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Lead State" or a "Procuring Entity" and Linguistica International, Inc., hereinafter referred to as the "Contractor" and collectively referred to as the "Parties."

3. Term of the Master Agreement

This Master Agreement will be extended from March 5, 2019 through March 4, 2020, unless extended, renewed or terminated earlier at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. In no case will the Participating Addendum, including all renewals thereof, exceed a total of five (5) years in duration.

All other articles of the original Master Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the date of the signature by the required approval authorities below.

STATE OF NEW MEXICO

Signature

BY: Lawrence Maxwell

TITLE: State Purchasing Agent

Linguistica International, Inc.
(Contractor)

Signature

BY: Sabrina Morales

TITLE: CEO
# State of Idaho

## CHANGE ORDER - 03

Please do not duplicate this order.

### Change Order Summary

<table>
<thead>
<tr>
<th><strong>Purchase Order Number:</strong></th>
<th>PADD15200978</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Account Number:</strong></td>
<td>AC-1</td>
</tr>
<tr>
<td><strong>Revision Number:</strong></td>
<td>03</td>
</tr>
<tr>
<td><strong>Change Order Date:</strong></td>
<td>June 06, 2018</td>
</tr>
<tr>
<td><strong>Service Start Date:</strong></td>
<td>March 5, 2018</td>
</tr>
<tr>
<td><strong>Service End Date:</strong></td>
<td>March 4, 2019</td>
</tr>
<tr>
<td><strong>Payment Method:</strong></td>
<td>Invoice</td>
</tr>
<tr>
<td><strong>Payment Terms:</strong></td>
<td>No Payment Terms specified</td>
</tr>
<tr>
<td><strong>Currency:</strong></td>
<td>USD</td>
</tr>
<tr>
<td><strong>FOB Instruction:</strong></td>
<td>Destination</td>
</tr>
<tr>
<td><strong>Attachment(s):</strong></td>
<td><a href="#">ChangeLog.htm</a> Purchase Order Change</td>
</tr>
</tbody>
</table>

### Supplier

- **Name:** Sabrina Morales
- **Company:** Linguistica International
- **Address:** P.O. Box 95010, South Jordan, UT 84095
- **Phone:** 801-262-4550-8
- **Fax:** 801-262-4622
- **Email:** smorales@linguisticainternational.com

### Buyer Contact

- **Name:** Chelsea Robillard
- **Phone:** 208-332-1607
- **Fax:** 208-327-7320
- **Email:** chelsea.robillard@adm.idaho.gov

### 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 on Specific Locations  
Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

### Instructions

---

1 of 3  
6/29/2018, 2:36 PM
PADD15200971, Telephone Bases Interpreter Services and NASPO ValuePoint Master Price Agreement (New Mexico Contract Number 50-000-14-00002AA) is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract 05/04/2015-03/04/2017 $240,000.00
Change Order 1: 05/04/2015-03/04/2017 $0
Change Order 2: 03/05/2017-03/04/2018 $240,000.00
Change Order 3: 03/05/2018-03/04/2019 $200,000.00
Total Contract: $680,000.00

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.00</td>
<td>0</td>
<td>ANN</td>
<td>200,000.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

Item Description: #2
Renewal of PADD15200978 03/05/2018-03/04/2019.

Delivery Date: March 15, 2017
Shipping Method: Delivery
Shipping Instructions: Destination
Special Instructions: Billing instructions will be given by individual ordering agency at time of order.
Payment terms - Net 30

Sub-Total (USD) $200,000.00
Estimated Tax (USD) $0.00
TOTAL: (USD) $200,000.00

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

Signature: [Signature]

6/29/2018, 2:36 PM
### Change Order Summary

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>PADD15200978</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>AC-1</td>
</tr>
<tr>
<td>Revision Number:</td>
<td>02</td>
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<tr>
<td>Change Order Date:</td>
<td>March 31, 2017</td>
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<tr>
<td>Service Start Date:</td>
<td>March 5, 2017</td>
</tr>
<tr>
<td>Service End Date:</td>
<td>March 4, 2018</td>
</tr>
<tr>
<td>Payment Method:</td>
<td>Invoice</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>No Payment Terms specified</td>
</tr>
<tr>
<td>Currency:</td>
<td>USD</td>
</tr>
<tr>
<td>FOB Instruction:</td>
<td>Destination</td>
</tr>
<tr>
<td>Attachment(s):</td>
<td>ChangeLog.htm : Purchase Order Change</td>
</tr>
</tbody>
</table>

#### Supplier

Sabrina Morales  
Linguistica International  
P.O. Box 95010  
South Jordan, UT 84095  
Phone: 801-262-4550  
Fax: 801-262-4622  
Email: smoresales@linguisticainternational.com  

#### Buyer Contact

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

---

#### 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 on Specific Locations  
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) is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract: 05/04/2015-03/04/2017  $240,000.00  
Change Order 1: 05/04/2015-03/04/2017  $0  
Change Order 2: 03/05/2017-03/04/2017  $240,000.00  
Total Contract: $480,000.00

---

Items

---

3/31/2017 2:52 PM
## Supplier Part Number
<table>
<thead>
<tr>
<th><strong>Supplier Part Number</strong></th>
<th><strong>Quantity</strong></th>
<th><strong>Back Order</strong></th>
<th><strong>Unit</strong></th>
<th><strong>Unit Price</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.00</td>
<td>0</td>
<td>ANN</td>
<td>240,000.00</td>
<td>$240,000.00</td>
</tr>
</tbody>
</table>

### Item Description:
Renewal of PADD15200978 03/05/2017-03/04/2018.

### Delivery Date:
March 15, 2017

### Shipping Method:
Delivery

### Shipping Instructions:
Destination

### Special Instructions:
Billing instructions will be given by individual ordering agency at time of order.

Payment terms - Net 30

---

<table>
<thead>
<tr>
<th><strong>Sub-Total (USD)</strong></th>
<th>$240,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Estimated Tax (USD)</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL: (USD)</strong></td>
<td>$240,000.00</td>
</tr>
</tbody>
</table>

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

---

**Signature:**

Signed By: Chelsea Robillard
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor:  
0000110934  
Linguistica International, Inc.  
8819 South Redwood Rd., Ste. D  
Salt Lake City, UT 84088  
Telephone No. (866) 908-5744  

Price Agreement Number: 50-000-14-00002AB  
Price Agreement Amendment No.: Two  
Term: March 4, 2015 – March 3, 2018  

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.  

Procurement Specialist: Travis Dutton-Leyda  
Telephone No.: 505-827-0477  
Email: travis.dutton-leyda@state.nm.us  

Invoice: As Requested  

Title: Telephone Based Interpreter Services  

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.  

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is  
extended from March 4, 2017 to March 3, 2018 at the same price, terms and conditions.  

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.  

Accepted for the State of New Mexico  

Date: 2.9.17  
New Mexico State Purchasing Agent  

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
3. Term of the Master Agreement

This Master Agreement will be extended from March 4, 2017 through March 4, 2018, unless extended, renewed or terminated earlier at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. In no case will the Participating Addendum, including all renewals thereof, exceed a total of five (5) years in duration.

All other articles of the original Master Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the date of the signature by the required approval authorities below.

STATE OF NEW MEXICO

signature

BY: Lawrence Maxwell
TITLE: State Purchasing Agent

Linguistica International, Inc.
(Contractor)

signature

BY: SEBASTIAN MORALES
TITLE: CEO
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000110934
Linguistica International, Inc.
8819 South Redwood Rd., Ste. D
Salt Lake City, UT 84088
Telephone No. (866) 908-5744

Price Agreement Number: 50-000-14-00002AB
Price Agreement Amendment No.: One
Term: March 4, 2015 – March 4, 2017

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Angelica Lopez
Telephone No.: (505) 827-0425

Invoice:
As Requested

Title: Telephone Based Interpreter Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Attachment A – Statement of Work and Technical Requirements is corrected to reflect the accurate information from the solicitation and Offeror’s proposal as outlined in attached amendment.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 3/24/15

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
AL
THIS AMENDMENT No. 1 to the WSCA-NASPO Master Agreement is entered into by and between the State of New Mexico, General Services Department (hereinafter the “Lead State” or a “Participating Entity” and Linguistica International, Inc. (hereinafter the “Contractor”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED MASTER AGREEMENT IS AMENDED AS FOLLOWS:

1. Attachment A – Statement of Work and Technical Requirements:

   Technical Requirements – Equipment and Facility #4 on page 19 is corrected to reflect the following language as indicated in the solicitation and in Offeror’s proposal:

   4. Interpreter services for the most frequently used languages must be performed within the United States from a professional facility or a professional home-based office with limited background noise and no interruption. Interpreter services for the least frequently used languages may be performed outside of the United States and/or from a professional home-based office with limited background noise and no interruption only in cases where an interpreter from the United States or a professional facility is unavailable.

   “Most frequently used languages” means the top ten frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

2. Attachment A – Statement of Work and Technical Requirements:

   “Languages Table” included on pages 19 and 20 is corrected to reflect the full list of minimum languages as indicated in the solicitation and in Offeror’s proposal.
The table is corrected to reflect the following complete list languages for which Telephone Based Interpreter Services must be provided (at a minimum):

<table>
<thead>
<tr>
<th>Akan</th>
<th>Dutch</th>
<th>Inupiaq</th>
<th>Mongolian</th>
<th>Spanish</th>
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<tbody>
<tr>
<td>Albanian</td>
<td>Ewe</td>
<td>Iraqi Arabic</td>
<td>Moroccan Arabic</td>
<td>Sudanese Arabic</td>
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<td>Amharic</td>
<td>Estonian</td>
<td>Italian</td>
<td>Nepali</td>
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<td>Apache</td>
<td>Farsi</td>
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<td>Finnish</td>
<td>Karen</td>
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<td>Tagalog</td>
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<tr>
<td>Armenian</td>
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<td>Kashmiri</td>
<td>Oromo</td>
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<td>Assyrian</td>
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<td>Pashto</td>
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<td>Patois</td>
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<td>Fukiensese</td>
<td>Korean</td>
<td>Persian</td>
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<td>Krio</td>
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<td>Tiwa</td>
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<td>Fuzhou</td>
<td>Kunama</td>
<td>Portuguese</td>
<td>Tibetan</td>
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<td>Georgian</td>
<td>Kurdish</td>
<td>Portuguese Creole</td>
<td>Tigrinya</td>
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<td>Burmese</td>
<td>German</td>
<td>Laotian</td>
<td>Punjabi</td>
<td>Taishanese</td>
</tr>
<tr>
<td>Cambodian</td>
<td>Greek</td>
<td>Latvian</td>
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<td>Tongan</td>
</tr>
<tr>
<td>Cantonese</td>
<td>Gujarati</td>
<td>Lithuanian</td>
<td>Russian</td>
<td>Towa</td>
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<td>Catalan</td>
<td>Haitian Creole</td>
<td>Maay</td>
<td>Samoan</td>
<td>Turkish</td>
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<td>Hausa</td>
<td>Macedonian</td>
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<td>Hebrew</td>
<td>Malay</td>
<td>Serbo Croatian</td>
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<td>Hindi</td>
<td>Malayalam</td>
<td>Sicilian</td>
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<td>Mandarin</td>
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<td>Czech</td>
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<td>Marshallese</td>
<td>Slovak</td>
<td>Wolof</td>
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<tr>
<td>Danish</td>
<td>Ibo</td>
<td>Mien</td>
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<td>Yoruba</td>
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<tr>
<td>Dari</td>
<td>Ilocano</td>
<td>Mixteco</td>
<td>Sorani</td>
<td>Yupik</td>
</tr>
<tr>
<td>Dinka</td>
<td>Indonesian</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
All other provisions of the master agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by:

STATE OF NEW MEXICO  
General Services Department  

N/A  
(Signature)  

BY: Lawrence O. Maxwell  
TITLE: State Purchasing Agent

Linguistica International, Inc.  
(Contractor)  

(Signature)  

BY: Sabrina Munales  
TITLE: CEO

This Agreement has been approved by the State Purchasing Agent of New Mexico:

State Purchasing Agent

3/30/15  
Date
### Change Order Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Order Number</td>
<td>PADD15200978</td>
</tr>
<tr>
<td>Account Number</td>
<td>AC-1</td>
</tr>
<tr>
<td>Revision Number</td>
<td>01</td>
</tr>
<tr>
<td>Change Order Date</td>
<td>May 21, 2015</td>
</tr>
<tr>
<td>Service Start Date</td>
<td>May 4, 2015</td>
</tr>
<tr>
<td>Service End Date</td>
<td>March 4, 2017</td>
</tr>
<tr>
<td>Payment Method</td>
<td>Invoice</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>No Payment Terms specified</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>FOB Instruction</td>
<td>Destination</td>
</tr>
<tr>
<td>Attachment(s)</td>
<td><a href="#">ChangeLog.htm</a>: Purchase Order Change</td>
</tr>
</tbody>
</table>

### Supplier

- **Name:** Sabrina Morales
- **Address:** LINGUISTICA INTERNATIONAL 8819 South Redwood Road Suite D West Jordan, UT 84068
- **Phone:** 801-842-2333
- **Fax:**
- **Email:** smorales@linguisticalinternational.com

### Buyer Contact

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

### Contract Number:

**Bill To Address**
- **DOP - Various State Agencies**
- **State of Idaho**
- **Various Locations**
- **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**
- **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

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Description</td>
<td>#1</td>
<td>0</td>
<td>MON</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
05/21/2015 Administrative Change - attach PADD

Delivery Date: May 22, 2015
Shipping Method: Delivery
Shipping Instructions: Destination
Attachment(s)
Special Instructions:

Billing instructions will be given by individual ordering agency at time of order.
Payment terms - net 30

<table>
<thead>
<tr>
<th>Sub-Total (USD)</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Tax (USD)</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL: (USD)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

Signature: Chelsea Cameron
Signed By: Chelsea Cameron
State of Idaho

Participating Addendum

Purchase Order Summary

<table>
<thead>
<tr>
<th>Purchase Order Number:</th>
<th>PADD15200978</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number:</td>
<td>AC-1</td>
</tr>
<tr>
<td>Purchase Order Date:</td>
<td>May 21, 2015</td>
</tr>
<tr>
<td>Service Start Date:</td>
<td>May 4, 2015</td>
</tr>
<tr>
<td>Service End Date:</td>
<td>March 4, 2017</td>
</tr>
<tr>
<td>Payment Method:</td>
<td>Invoice</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>No Payment Terms specified</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>FOB Instruction:</td>
<td>Destination</td>
</tr>
<tr>
<td>Attachment(s):</td>
<td></td>
</tr>
</tbody>
</table>

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
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
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

https://webprocure.perfect.com/WebDriver?ACT=RptPOSuppAct&EID=35&SID=8ad2f3641571... 5/21/2015
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.

<table>
<thead>
<tr>
<th>Supplier Part Number</th>
<th>Quantity</th>
<th>Back Order</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item Description</td>
<td>22</td>
<td>0</td>
<td>MON</td>
<td>$10,909.10</td>
<td>$240,000.20</td>
</tr>
<tr>
<td>Item Description</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: Destination
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: Chelsea Cameron
Signed By: Chelsea Cameron

https://webprocure.perfect.com/WebDriver?ACT=RptPOSuppAct&EID=35&SID=8ad2f3641571... 5/21/2015
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. 50-000-14-000002AA) 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
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 x 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](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.

<table>
<thead>
<tr>
<th>Reporting Time Line (Fiscal Year Quarters)</th>
<th>Fee and Report Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter July 1 - Sept 30</td>
<td>October 31st</td>
</tr>
<tr>
<td>2nd Quarter Oct 1 - Dec 31</td>
<td>January 31st</td>
</tr>
<tr>
<td>3rd Quarter Jan 1 - Mar 31</td>
<td>April 30th</td>
</tr>
<tr>
<td>4th Quarter Apr 1 - Jun 30</td>
<td>July 31st</td>
</tr>
</tbody>
</table>

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):

<table>
<thead>
<tr>
<th>Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Linguistica International</td>
</tr>
<tr>
<td>Address</td>
<td>8819 South Redwood Road, Suite D, Jordan, Utah 84088</td>
</tr>
<tr>
<td>Telephone</td>
<td>866-908-5744</td>
</tr>
<tr>
<td>Fax</td>
<td>801-262-4622</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:admin@linguisticainternational.com">admin@linguisticainternational.com</a></td>
</tr>
</tbody>
</table>

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

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.

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State of Idaho</strong></td>
<td>Linguistica International</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chelsea Cameron</strong></td>
<td><strong>Sabrina Morales</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chelsea Cameron</td>
<td><strong>BUYER</strong></td>
<td><strong>5/4/2015</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>May 4, 2015</strong></td>
</tr>
</tbody>
</table>