

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: 50-000-14-00002AB

Title: Telephone Based Interpreter Services

This is a non-exclusive contract.

CONTRACT TERM	FROM	March 4, 2015	CONTRACT STATUS	NEW (XX)
	TO	March 4, 2017		RENEW ()
VENDOR ADDRESS	Linguistica International, Inc. 8819 South Redwood Road, Suite D Jordan UT 84088		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:	866-908-5744		PHONE:	
FAX:	801-262-4622		FAX:	
E-MAIL:	admin@linguisticainternational.com		E-MAIL:	

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Per Contract

TERMS: Per Contract

REMARKS: Contract information can be found at <http://www.naspovaluepoint.org/#/home/contracts>.

IFB/RFP No.:

BONNY McCABE, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Telephone Based Interpreter Services Contract (NASPO ValuePoint)

This document represents an overview of NASPO ValuePoint's Telephone Based Interpreter Services contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of NASPO ValuePoint which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of New Mexico on behalf of NASPO ValuePoint.

1.1 PURPOSE

The purpose of this non-exclusive Term Contract is to provide State agencies and all registered cooperative purchasing organizations with an expedited means of obtaining telephone based interpreter services. The Contract provides 365-days a year/7-days a week/24-hours a day Telephone Based Interpreter Services on an "as needed" basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance. The Contract *does not* include in-person interpreting, sign language interpreting or document translation services.

This contract is awarded to three vendors: CTS Language Link, Linguistica International, Inc. and Voiance Language Services, Inc.

1.2 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement.

2.0 LIAISONS

Contractor Liaisons:

CTS Language Link Master Agreement No.: 50-000-14-00002AA	Linguistica Intl, Inc. Master Agreement No.: 50-000-14-00002AB	Voiance Language Services, Inc. Master Agreement No.: 50-000-14-00002AA
Alan Bloch 911 Main Street, #10 Vancouver WA 98660 Phone: 360-433-0426 Email: Alan.bloch@ctslanguagelink.com	Linguistica International, Inc. 8819 South Redwood Road, Ste. D Jordan UT 84088 Phone: 866-908-5744 Email: admin@linguisticainternational.com	Bill Martin 5780 North Swan Road Tucson AZ 85714 Phone: 520-745-9447 Ext. 1708 Email: bmartin@cyracom.com

Telephone Based Interpreter Services Contract (NASPO ValuePoint)

State Liaison:

Bonny McCabe, Contracts Officer
State Procurement Bureau
Mitchell Building, Room 165
125 North Roberts Street
Helena MT 59601
Phone: (406) 444-3322
Email: bmccabe@mt.gov

3.0 TERM OF CONTRACT

The initial contract term is March 4, 2015 through March 4, 2017. The contract term shall not exceed five years total.

4.0 PRICING

For a complete list of contractors, entire contract, and current pricing see the following website:
<http://www.naspovaluepoint.org/#/home/contracts>.

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

MASTER AGREEMENT
Linguistica International, Inc.
Master Agreement No: 50-000-14-00002AB
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the *Telephone Based Interpreter Services Master Agreement* led by the State of New Mexico for use by state agencies and other entities located in the Participating **State of Montana** authorized by that state's statutes to utilize **Montana** contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **Montana** 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.

3. **Participating State Modifications or Additions to Master Agreement:** (These modifications or additions apply only to actions and relationships within the Participating Entity.)

State of Montana Specific Terms and Conditions:

3.1 **Access and Retention of Records.** Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.) Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

3.2 **Choice of Law and Venue.** Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

3.3 **Reduction of Funding.** State must by law terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision.

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As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

3.4 Assignment, Transfer, and Subcontracting. Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

4. Lease Agreements: Leasing is **NOT** authorized or permitted under the Master Price Agreement or Participating Addendum.

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

Contractor

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

Participating Entity

Name	Bonny McCabe
Address	PO Box 200135, Helena MT 59620-0135
Telephone	(406) 444-3322
Fax	(406) 444-2529
E-mail	bmccabe@mt.gov

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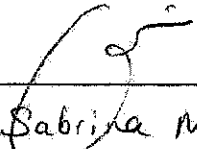
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6. Subcontractors: All Linguistica International, Inc. dealers and resellers authorized in the State of Montana, as shown on the dedicated **Linguistica International, Inc.** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **Linguistica International, Inc.** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
Montana	Linguistica International, Inc.
By:	By:
	
Name: CHERYL GREY	Name: Sabrina Morales
Title: Administrator, State Financial Services Division	Title: CEO
Date: 8.27.2015	Date: Aug. 20. 2015

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

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**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**