

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
TELEPHONE BASED INTERPRETER
SERVICES CONTRACTS**

Administered by the State of Washington (hereinafter "Lead State")

MASTER PRICE AGREEMENT

Language Line Services, Inc

Washington Contract Number: 03508
(hereinafter "Contractor")

And

State of Maine, Division of Purchases

(hereinafter "Participating Entity")

Maine Contract Number: MA 18P 12110600000000000137

Effective Date of Services: January 1, 2013 through February 15, 2015

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1. **Scope:** This addendum covers the WSCA Telephone Based Interpreter Services Contracts lead by the State of Washington, for members of WSCA or NASPO, for use by agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize its contracts.

2. **Participation:** Use of specific WSCA or NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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 Entity Modifications or Additions to Master Price Agreement:**

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

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E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

4. Lease Agreements:

Leasing is NOT authorized or permitted under this Master Price Agreement or Participating Addendum

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

Lead State Contract Administrator

Name: Marci Disken, Contract Consultant

Address: Department of General Administration, Office of State Procurement
210 11th Ave SW Rm 201, PO Box 41017
Olympia, WA 98504-1017

Voice: (360) 407-9405

Fax: (360) 586.2426

E-mail: marci.disken@des.wa.gov

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Contractor

Name: Nathan Nunez
Address: 1 Lower Ragsdale Dr., Building 2
Monterey, CA 93940
Voice: 831-648-7188
Fax: 800-821-9040
E-mail: nnunez@languageline.com

Participating Entity

Name: Kathy Paquette, Procurement Manager
Address: Burton M. Cross Building, 4th Floor
111 Sewall Street, 9 State House Station
Augusta, ME 04333-0009
Telephone: 207-624-7877
Fax: 207-624-5086
E-mail: Kathy.L.Paquette@maine.gov

6. Subcontractors:

The following subcontractor(s) (dealers, resellers, VARs, partners, distributors, etc.) are authorized to provide goods and/or services under the Participating Addendum:

All Contractor's dealers, resellers, VARs, partners, distributors authorized by the Contractor to do business in the Participating Entity, as shown on the dedicated Contractor website for this Contract, are approved to provide sales and service support to participants in the WSCA Master Pricing Agreement. Participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement. ***"NO subcontractors are authorized to provide goods and/or services under this contract"***.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #03508" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used.

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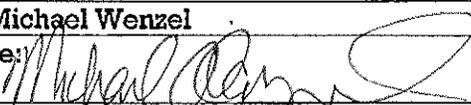
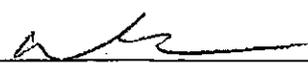
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8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: MA 18P 1211060000000000137 and the Lead State price agreement number: 03508.

This Participating Addendum and the Master Price Agreement number 03508 (administered by the State of Washington) 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, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating Entity: State of Maine, Division of Purchases	Contractor: Language Line Services, Inc.
By: Michael Wenzel	By: Michael Schmidt
Name: 	Name: 
Title: Director of Division of Purchases	Title: Chief Financial Officer
Date: 12-17-12	Date: DEC 14 2012

[Additional signatures as required by Participating Entity]

Acknowledgement by WSCA/NASPO:

By:

Name: Kathryn Offerdahl or Paul Stembler

Date:

CONTRACTOR INFORMATION

Contractor:	Language Line Services, Inc. 1 Lower Ragsdale Dr, Building 2 Monterey CA 93940	
PRICING:	\$0.98/min. for all languages	
Contractor's Website:	http://languageline.com/	
Federal Tax Identification No.:	77-0586710	
Contacts:	Contract Administration Primary Contact	Contract Administration Alternate Contact
Name/Title:	Rick Cummings	Frank Masin
Telephone:	(888) 898-1471	(877) 862-1816
Fax:	(800) 821-9040	
Email:	rcummings@languageline.com	fmasin@languageline.com
Contacts:	Customer Service	Invoicing/Billing
Name/Title:	Stephanie Lawrie	Stephanie Lawrie
Telephone:	(831) 648-5805	(831) 648-5805
Fax:	(800) 421-9040	(800) 421-9040
Email:	slawrie@languageline.com	slawrie@languageline.com
Payment/Invoicing Addresses:	Billing Will Be From	Payment Sent To
Name:	Language Line Services, Inc.	Language Line Services, Inc.
Address:	1 Lower Ragsdale Dr, Bldg 2 Monterey CA 94930	PO Box 16012 Monterey CA 94932-6012
Credit Card Acceptance:	Discover, MasterCard, Visa	