

**COOPERATIVE AGREEMENT
USER INSTRUCTIONS
Supplement #2**

Important Note: Supplement #2 replaces and supersedes Supplement #1 User Instructions dated 09/18/2015

ISSUE AND EFFECTIVE DATE: 03/14/2016	
TITLE/DESCRIPTION:	NASPO ValuePoint Telephone Based Interpreter Services
CONTRACT NUMBER(S):	7-15-99-23.01 Corporate Translation Services, Inc. which will do business in California as LanguageLink 7-15-99-23.02 Voiance Language Services, LLC 7-15-99-23.03 Linguistica International, Inc.
CONTRACT TERM:	Various Through March 4, 2017
CONTRACT CATEGORY:	Non-IT Goods and Services
MAXIMUM ORDER LIMIT:	\$500,000 (State Departments Only)
FOR USE BY:	State and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Interpreter.aspx
STATE CONTRACT ADMINISTRATOR:	JJ Espinoza (916) 375-4393 jj.espinoza@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.



 JJ Espinoza, Contract Administrator

03/14/2016

 Date

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
2	<ul style="list-style-type: none">• State Contract Administrator, page 1<ul style="list-style-type: none">- Updated with new contact information• Section 4, State Contract Administrator, page 4<ul style="list-style-type: none">- Updated with new contact information	3/14/2016

1. SCOPE AND OVERVIEW

- A. The purpose of this Cooperative Agreement is to provide 365-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 for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to expend public funds per California Public Contract Code Section 10299.
- B. While the State of California makes this Cooperative Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Cooperative Agreement is consistent with its procurement policies and regulations.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.
- 2) Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- 3) Per Management Memo 05-11, products available on a mandatory statewide contract cannot be purchased by State departments under this agreement.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) A local governmental agency is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that are empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the NASPO ValuePoint program is consistent with its procurement policies and regulations.

3. DGS ADMINISTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

4. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program – NASPO ValuePoint
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

Contact: JJ Espinoza
Phone: (916) 375-4393
Fax: (916) 375-4663
E-Mail: jj.espinoza@dgs.ca.gov

5. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

- a. Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.
- b. To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation, STD. 4. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The STD. 4 form can be obtained from this link:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std004.pdf>

6. CONTRACTOR INFORMATION

See Attachment A for awarded contracts.

7. ORDER LIMITS/DOLLAR THRESHHOLDS

A. State Departments

- 1) NASPO ValuePoint Program Limitation: \$500,000.00
- 2) For all orders under this contract, the ordering agency is required to obtain three (3) quotes.
- 3) Exempt entities are not subject to these order limits.

B. Local Governmental Agencies are Exempt

8. PURCHASE ORDER FORM AND EXECUTION

A. State Departments

- 1) The NASPO ValuePoint State of California Contract Number must be shown on the Purchase Order.

- 2) State agencies shall use a Purchase Order (Std. 65) for purchases and services.
- 3) Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std065.pdf>
- 4) The ordering agency defines the project scope to determine which goods are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.
- 5) As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

B Local Governmental Agencies

- 1) Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

9. NASPO ValuePoint BASE CONTRACT

This Participating Addendum is based on some or all of the products and prices from the NASPO ValuePoint Telephone Based Interpreter Services contract:

- State of New Mexico Statewide Price Agreement Number 50-000-14-00002AA, Corporate Translation Services, Inc. dba CTS LanguageLink
- State of New Mexico Statewide Price Agreement Number 50-000-14-00002AB, Linguistica International, Inc.
- State of New Mexico Statewide Price Agreement Number 50-000-14-00002AC, Voiance Language Services, LLC

A copy of the actual NASPO ValuePoint Master Agreement is available on the Internet at: <http://www.naspovaluepoint.org/#/home/contracts>.

10. CONTRACT TERM

The contract term is June 30, 2015 through March 4, 2017 (LanguageLink and Voiance) and September 4, 2015 through March 4, 2017 (Linguistica) with an option to extend the contract for three (3) additional years. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

11. PRICING

The California Participating Addendum includes Attachment B, Fee Schedule.

12. PAYMENTS AND INVOICES

A. State Departments

1) Payment Terms

See NASPO ValuePoint Supplier Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2) Payee Data Record (Std. 204)

Each state accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3) CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

B. Local government agencies may make payments according to their statutory requirements.

13. TERMINATION

Any State or Local agency may terminate any order against this agreement upon a 30 day notice provided the products or services have not already been accepted. This does not affect the termination clause of the NASPO ValuePoint Master Price Agreement concerning failure to perform or upon mutual consent.

Attachment A - Contract Information

Contractor Name	Corporate Translation Services, Inc. which will do business in California as LanguageLink
Contract Number	7-15-99-23.01
Contract Term Dates	06/30/2015 through 3/4/2017
Contact Manager	Sarah Gamble
Phone	(360) 433-0441
Email	contracts@ctslanguagelink.com
Ordering Address	911 Main Street, Suite 10 Vancouver, WA 98660
Phone	(360) 433-0401
Fax	(360) 433-0401
Email	wsca@ctslanguagelink.com
Pricing (Website) Category Warranty Delivery Shipping Freight	N/A
Contractor Ownership Information	Corporate Translation Services, Inc. which will do business in California as LanguageLink is a private company
California Seller's Permit	Corporate Translation Services, Inc. which will do business in California as LanguageLink California Seller's Permit No. is 100756309 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	91-1506430
CAL-Card Accepted	Corporate Translation Services, Inc. which will do business in California as LanguageLink accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

Attachment A - Contract Information, continued

Contractor Name	Voiance Language Services, LLC
Contract Number	7-15-99-23.02
Contract Term Dates	06/30/2015 through 3/4/2017
Contract Manager	Todd Torman
Phone	(520) 745-9447
Ordering Address	5780 N. Swan Road Tucson, AZ 85718
Contact	Michael Bernard
Phone	(520)745-9447, ext. 1850
Fax	(520) 745-9022
Email	mbernard@voiance.com
Pricing (Website) Category Warranty Delivery Shipping Freight	N/A
Contractor Ownership Information	Voiance Language Services, LLC is a private company
California Seller's Permit	Voiance Language Services, LLC Seller's Permit No. is 102765282 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	37-1571267
CAL-Card Accepted	Voiance Language Services, LLC accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

Attachment A – Contract Information, continued

Contractor Name	Linguistica International, Inc.
Contract Number	7-15-99-23.03
Contract Term Dates	09/14/2015 through 3/4/2017
Contract Manager	Wilson Ostojic
Phone	(801) 617-1958
Ordering Address	8819 S. Redwood Road, Suite D Salt Lake City, UT 84088
Contact	Wilson Ostojic
Phone	(801) 617-1958
Fax	(801) 262-4622
Email	Wilson@linguisticainternational.com
Pricing (Website) Category Warranty Delivery Shipping Freight	N/A
Contractor Ownership Information	Linguistica International is a private company
California Seller's Permit	Linguistica International Seller's Permit No. is 102795156 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov
Payment Terms	Net 45 days
FEIN	45-2767932
CAL-Card Accepted	Linguistica International does NOT accept the State of California credit card (CAL-Card).

