

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR SERVICES**

**LANGUAGE LINE SOLUTIONS, INC.**

**1. Introduction**

**A. Parties**

This Contract for Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Language Line Solutions, Inc. (“Vendor”), with its principal place of business at One Lower Ragsdale Drive, Building 2, Monterey, California 93940.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-219, on February 10, 2014 for Telecommunications and Technology Interpreter Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-219 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Interpreter Services Usage Charges and Schedule of Fees; Appendix E, Subscribed Interpretation Customer Contact and Profile; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-219, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-219, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Protracted contract negotiations may, in DIR’s sole discretion, result in fewer optional renewal terms.

**3. Service Offerings**

Services available under this Contract are limited to telecommunications and technology interpreter services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15th Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Tom Costello  
Language Line Solutions, Inc.  
One Lower Ragsdale Drive Building 2  
Monterey, California 93940  
Phone: (831) 648-5537  
Facsimile: (831) 648-5537  
Email: tcostello@languageline.com

**7. Services Agreements**

Services provided under this Contract shall be in accordance with the Interpreter Services Usage Charges and Schedule of Fees as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

Services provided under this Contract shall be in accordance with the Subscribed Interpretation Customer Contact and Profile as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**8. Authorized Exceptions to Contract and any Appendices.**

No exceptions have been agreed to by DIR and Vendor.

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This Contract is executed to be effective as of the date of last signature.

**LANGUAGE LINE SOLUTIONS, INC.**

**Authorized By:** Signature on file

**Name:** Michael F. Schmidt

**Title:** Chief Financial Officer

**Date:** 5/13/14

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on file

**Name:** Karen Robinson

**Title:** Executive Director

**Date:** 5/15/14

**Office of General Counsel:** 5/15/14