

**Participating Addendum Number
for
REMOTE INTERPRETING AND TRANSLATING SERVICES
between
State of Rhode Island
and
Linguistica International, Inc**

This Participating Addendum is entered into by State of Rhode Island (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AG, executed by Contractor and the State of New Mexico (“Lead State”) for Remote Interpreting and Translating Services (“Master Agreement”):

Linguistica International, Inc (“Contractor”)
1218W South Jordan Parkway, Suite B2
South Jordan, UT 84095

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Jordan Daines
Account Director
jordan@linguisticainternational.com
801-618-1454

Participating Entity’s contact for this Participating Addendum is:

Luke Lawrence
Procurement Specialist II
Luke.lawrence@purchasing.ri.gov
401-574-8134

- II. TERM.** This Participating Addendum is effective as of the date of issuance of the corresponding Master Price Agreement award issued by the Participating Entity and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.



- c. Artificial Intelligence (AI) Use.** Artificial Intelligence shall be used by the Contractor only as described in their Master Agreement. Any changes in use shall be approved by the Participating Entity prior to implementation.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the MPA Number and Supplier Contract Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

RHODE ISLAND FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Rhode Island Chief Purchasing Officer to establish, charge and collect from vendors an administrative fee not to exceed one percent (1%) of the total value of the annual spend against this MPA ("**Rhode Island Fee**"). Rhode Island understands and agrees that the Rhode Island Fee is separate from the MMCAP Infuse administration fee and Vendor will raise the Agreement prices and/or amend the discounts to Rhode Island Facilities and the Member by this amount. All Rhode Island Fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to Rhode Island procurement. In accordance with this legislative initiative the Division of Purchases of Rhode Island is upgrading the Rhode Island procurement system through the purchase and installation of an eProcurement system. The Rhode Island fee shall be applicable to all purchase orders issued relative to Rhode Island. Therefore, after full execution of this MPA, all purchases under this MPA shall be assessed the 1% Rhode Island Fee.

MPA Vendor Submission Requirements

MPA quarterly reports and fee payments (checks) are due quarterly and must be received by the Division of Purchases no later than thirty (30) days after the end of each quarter. Quarterly reporting is required even if there were no sales.

Quarterly Report

At a minimum the report will include: purchasing entity name; billing and ship to locations; purchasing entity and contractor purchase order identifier/number(s); date of order; ship date; order type (sales order, credit, determined by industry practices); and line item description, including product number on all products/services sold under the MPA. Annual reporting quarters and due dates are as follows: MPA 1% Administrative Fee Assessed at one-percent (1%) of the total value of the annual spend against MPA contracts, paid on a quarterly basis.



- **Quarter 1 - January 1 through March 31; due no later than April 30**
- **Quarter 2 - April 1 through June 30; due no later than July 31**
- **Quarter 3 - July 1 through September 30; due no later than October 31**
- **Quarter 4 - October 1 through December 31; due no later than January 31**

Delivery Instructions

Spend Reports shall be emailed to:

- Rhode Island's contract administrator of record; &
- doa.purchasing@purchasing.ri.gov

Checks shall be made payable to RI Division of Purchases and delivered to:
MPA Coordinator
RI Division of Purchases, FL 2 One Capitol Hill Providence, RI 02908

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. N/A

X. Addition Terms. This Participating Addendum includes the following attachments:

1. Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
2. Any Purchase Agreement arising from this MPA shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et. seq.*
3. Any Purchase Agreement arising from this MPA shall be subject to the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>.
4. Any Purchase Agreement arising from a Participating Addendum shall be subject to General Conditions of Purchase Addendum A, Schedule A1 located at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.
5. Named Contractor must register in Ocean State Procures (OSP™) before a Master Price Agreement award can be issued by the Participating Entity.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Jordan Daines
Account Director
jordan@linguisticainternational.com
801-618-1454

For Participating Entity:

Luke Lawrence
Procurement Specialist II
Luke.lawrence@purchasing.ri.gov
401-574-8134



XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

Sabrina Morales
Signature

Signature

Sabrina Morales
Printed Name

Jay Hauser
Printed Name

CEO
Title

Director, State Purchasing Agent
Title

11/03/2025
Date

11/17/2025
Date