



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Finance Division

DATE: May 22, 2006

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
TO IDENTIFY AND RETAIN A QUALIFIED SERVICE PROVIDER TO CONDUCT WRITTEN AND ORAL TEST ADMINISTRATION, SCORING, REPORTING, AND OTHER RELATED SERVICES TO DETERMINE AND CERTIFY THE QUALIFICATIONS OF SPOKEN LANGUAGE INTERPRETERS USED IN STATE TRIAL COURT PROCEEDINGS

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals ("RFP"), as posted at <http://www.courtinfo.ca.gov/reference/rfp/>:
Project Title: Court Interpreter Test Administration
RFP Number: 06-EOP-45065049-01

SOLICITATIONS MAILBOX: solicitations@jud.ca.gov

DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS: Deadline for submittal of questions pertaining to solicitation document is:
1:00 p.m. on June 2, 2006.

SUBMISSION OF PROPOSAL: Proposals should be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102

PROPOSAL DUE DATE: Proposals must be received by **1 p.m. on July 7, 2006**

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2 Spoken Language Interpreter Certification

The Judicial Council is charged by statute to administer statewide standards for spoken-language interpreter certification, certification renewal, professional standards, and continuing education as well as interpreter recruitment. Certified and registered spoken interpreters are required by law to meet certain standards through testing, completion of ethics seminars, and mandated continuing education. State certification exams are offered in twelve designated languages: Arabic, Eastern Armenian, Western Armenian, Cantonese, Japanese, Korean, Mandarin, Portuguese, Russian, Spanish, Tagalog, and Vietnamese.

1.3 Background on Court Interpreters Program (CIP) which has oversight of the proposed project

Within the Executive Office Programs (EOP) Division of the AOC is the Court Interpreters Program (CIP) Unit. CIP staff is responsible for increasing access to the courts for non-English speaking persons by improving the quality of interpreting and increasing the number and availability of certified and registered interpreters in the trial courts. CIP staff services encompass interpreter recruitment, certification, education and discipline.

1.4 Fiscal Year

The State of California's fiscal year (FY) runs from July 1st of a year to June 30th of the following year, e.g., FY 2005-2006 runs from July 1, 2005 to June 30, 2006, FY 2006-2007 runs from July 1, 2006 to June 30, 2007, etc. All references to fiscal year in this RFP refer specifically to the State of California's fiscal year only.

2.0 PURPOSE OF THIS RFP

- 2.1 The AOC seeks a service provider with expertise in spoken language certification programs. This service provider will conduct written and oral test administration, including registration, scoring, reporting, and other related services to determine

and certify the qualifications of spoken language interpreters used in state trial court proceedings. The service provider chosen will administer the existing State-owned examinations and exam materials for both certification exams in twelve (12) designated languages as well as English written and oral proficiency examinations for interpreters in nondesignated languages.

- 2.2 The AOC is currently reviewing proposals from vendors for the purpose of evaluating and developing recommendations concerning the statewide examination process and testing instruments for certification and registration of California court interpreters (AOC RFP # 05-EOP-45064049-01). Those services are anticipated to be performed by the selected service provider between June 1, 2006 and October 7, 2007. Upon completion of that evaluation and recommendation process, the AOC will subsequently issue an RFP to seek a service provider with expertise to implement the recommended changes with such revised services expected to commence July 1, 2008. The services contemplated by this RFP are only expected to bridge the interim period until commencement of revised test administration services expected to commence in 2008.

3.0 SCOPE OF SERVICES

- 3.1. The services specified by this RFP are expected to be performed by the selected service provider between September 1, 2006 and June 30, 2007 with a single one-year option term to extend the agreement at the AOC's sole discretion, from July 1, 2007 to June 30, 2008 (the "**Option Term**").
- 3.2. The consultant will be asked to perform the following tasks in relation to providing public access to test information:
 - 3.2.1 Provide web-based access to test information, including but not limited to, test dates, test preparatory materials, registration process, and transparency of rater selection and appeals processes; and,
 - 3.2.2 Ensure public exposure to web-based information through web design that maximizes page ranking.
- 3.3 The consultant will be asked to perform the following tasks in relation to data collection, analysis, and reporting:
 - 3.3.1 Capture and report on quarterly examinee statistical data by language, which at a minimum, includes examinee demographic data, all passing and failing examination scores, examination dates and test sites, records on number and nature of any problems or challenges encountered in the course of the previous test administration cycle.
- 3.4 The consultant will be asked to perform the following tasks in relation to test administration activities for both the interpreter *written and oral exams*:

- 3.4.1 Obtain and coordinate testing facilities for written and oral testing sites and administration dates to best accommodate the geographic location of the test candidates and operational needs of the Judicial Council's certification program as outlined in subsection 3.5.1.1, subsection 3.5.1.2, subsection 3.5.2, subsection 3.6.5.1, subsection 3.6.5.2, and subsection 3.6.6;
 - 3.4.2 Conduct uniform test administrations in multiple statewide localities and provide instructions for test security and safeguarding to avoid test compromise;
 - 3.4.3 Collect and account to the AOC for all fees assessed to test examinees. Such fees shall be collected and retained by the contractor to be applied to the amounts billable for contract Deliverables;
 - 3.4.4 Maintain standard security procedures to assure the integrity and confidentiality of the testing program and its security from unauthorized access. The security plan should also include a contingency plan for documenting steps to be taken in the event that test security is compromised; and,
 - 3.4.5 Develop and implement an appeals process to address examinee complaints concerning the test.
- 3.5 The consultant will be asked to perform the following tasks in relation to test administration activities for the interpreter *written exams*:
- 3.5.1 Administer the California Certified Court Interpreter written Examinations as previously developed for and currently used by the State in test cycles. These test cycles include:
 - 3.5.1.1 Written examinations for Spanish, at a minimum of three times per fiscal year distributed through the summer, winter, and spring seasons; and
 - 3.5.1.2 Written examinations for Arabic, Eastern Armenian, Western Armenian, Cantonese, Japanese, Korean, Mandarin, Portuguese, Russian, Tagalog, and Vietnamese at a minimum of twice per fiscal year distributed through the fall and spring seasons;
 - 3.5.2 Administer the California Registered Court Interpreter written Examinations as previously developed for and currently used by the State. These written examinations for English proficiency must be administered at a minimum of twice per fiscal year in the fall and spring seasons;
 - 3.5.3 Distribute all necessary testing materials on test dates, including test booklets, easy-to-use machine scoring answering sheets, and testing administration instructions; and,

- 3.5.4 Score the written test battery and report the results to both the candidates and the Judicial Council/AOC within an agreed-upon time span following the test administration date.
- 3.6 The consultant will be asked to perform the following tasks in relation to interpreter *oral* test administration activities:
 - 3.6.1 Identify and secure the services of, and train a sufficient cadre of academics and interpreter raters to properly administer and evaluate the results of the oral tests. The consultant chosen will secure the services of both in state and out of state raters who meet the State's minimum qualifications, which includes achievement of a post graduate degree with a focus in an applicable area of study and/or ten years of interpreting and/or language-related experience and reputation in the field;
 - 3.6.2 Establish methods by which potential raters are identified, recruited, screened, and evaluated both during and following the training process;
 - 3.6.3 Consultant should also perform ongoing quality control of the rating process and verify the raters' continued accuracy;
 - 3.6.4 Ensure that Rater Panels for all oral Exams 1) are administratively independent of the Contractor in their evaluation of individual applicants, 2) are free of any conflicts of interest or influence from any external source on decisions affecting Examination results, and 3) that no members of the Rater Panel or test development panel shall be involved in interpreter training or have a vested financial interest in the outcome of the applicant's performance;
 - 3.6.5 Administer the California Certified Court Interpreter oral Examinations as previously developed for and currently used by the State in test cycles. These test cycles include:
 - 3.6.5.1 Oral examinations for Spanish, at a minimum of three times per fiscal year distributed through the fall, winter, and spring seasons; and,
 - 3.6.5.2 Oral examinations for Arabic, Eastern Armenian, Western Armenian, Cantonese, Japanese, Korean, Mandarin, Portuguese, Russian, Tagalog, and Vietnamese at a minimum of twice per fiscal year distributed through the fall and spring seasons;
 - 3.6.6 Administer the California Registered Court Interpreter oral Examinations as previously developed for and currently used by the State. These oral examinations for English proficiency must be administered at a minimum of twice per fiscal year in the fall and spring seasons; and,

3.6.7 Report the results of the oral examinations to both the candidates and the Judicial Council/AOC within an agreed-upon time span following the test administration date.

3.7 In providing the services set forth in subsections 3.2 through 3.6, above, the Contractor will be required to provide the Deliverables outlined in the following table:

<i>Deliverable #</i>	<i>Deliverable</i>	<i>Tasks</i>	<i>RFP Section Reference</i>
1	Webpage	Develop test information content including but not limited to test dates, test preparatory materials, registration process, and transparency of rater selection and appeals processes utilizing a web design that maximizes page ranking.	3.2.1, and 3.2.2
2	Rater Training	Identify and secure the services of, and train a sufficient cadre of academics and interpreter raters to properly evaluate the results of the oral tests.	3.6.1
3	Fall 06 Written Exam Administration for Arabic, Eastern Armenian, Western Armenian, Cantonese, English Japanese, Korean, Mandarin, Portuguese, Russian, Spanish, Tagalog, and Vietnamese Languages.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fee, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates, including test booklets, easy-to-use machine scoring answering sheets, and testing administration instructions including instructions for test security and safeguarding to avoid test compromise; and, score the written test battery and report the results to examinees; and, administer appeals process to address examinee complaints concerning the test.	3.4.2, 3.4.3, 3.4.5 3.5.1.1, 3.5.1.2, 3.5.2, 3.5.3, and 3.5.4,

<i>Deliverable #</i>	<i>Deliverable</i>	<i>Tasks</i>	<i>RFP Section Reference</i>
4	Fall 06 Oral Exam Administration for Arabic, Eastern Armenian, Western Armenian, Cantonese, English Japanese, Korean, Mandarin, Portuguese, Russian, Spanish, Tagalog, and Vietnamese Languages.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fees as necessary, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates; and, administer the results of the oral tests; and, provide oversight of the raters in their evaluations of the exams to ensure quality control of the rating process and verify the raters' accuracy; and, report results to examinees; and, administer appeals process to address examinee complaints concerning the test.	3.4.2, 3.4.3, 3.4.5 3.6.2, 3.6.3, 3.6.4, 3.6.5.1, 3.6.5.2, 3.6.6, and 3.6.7
5	Winter 07 report on quarterly examinee statistical data	Report on data for the Fall 06 testing cycle by language, which at a minimum, includes examinee demographic data, all passing and failing examination scores, examination dates and test sites, records on number and nature of any problems or challenges encountered in the course of the previous test administration cycle including test appeals, and accounts to the AOC for all fees assessed to test examinees.	3.3.1, 3.4.3, 3.5.4, and 3.6.7
6	Winter 07 Written Exam Administration for Spanish, Language.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fee, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates, including test booklets, easy-to-use machine scoring answering sheets, and testing administration instructions including instructions for test security and safeguarding to avoid test compromise; and, score the written test battery and report the	3.4.2, 3.4.3, 3.4.5 3.5.1.1, 3.5.3, and 3.5.4,

<i>Deliverable #</i>	<i>Deliverable</i>	<i>Tasks</i>	<i>RFP Section Reference</i>
		results to examinees; and, administer appeals process to address examinee complaints concerning the test.	
7	Winter 07 Oral Exam Administration for Spanish Language.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fees as necessary, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates; and, administer the results of the oral tests; and, provide oversight of the raters in their evaluations of the exams to ensure quality control of the rating process and verify the raters' accuracy; and report results to examinees; and administer appeals process to address examinee complaints concerning the test.	3.4.2, 3.4.3, 3.4.5 3.6.2, 3.6.3, 3.6.4, 3.6.5.1, and 3.6.7
8	Spring 07 report on quarterly examinee statistical data	Report on data for the Winter 07 testing cycle by language, which at a minimum, includes examinee demographic data, all passing and failing examination scores, examination dates and test sites, records on number and nature of any problems or challenges encountered in the course of the previous test administration cycle including test appeals, and accounts to the AOC for all fees assessed to test examinees.	3.3.1, 3.4.3, 3.5.4, and 3.6.7
9	Spring 07 Written Exam Administration for Arabic, Eastern Armenian, Western Armenian, Cantonese, English Japanese, Korean, Mandarin, Portuguese, Russian, Spanish, Tagalog, and Vietnamese Languages.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fee, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates, including test booklets, easy-to-use machine scoring answering sheets, and testing administration	3.4.2, 3.4.3, 3.4.5 3.5.1.1, 3.5.1.2, 3.5.2, 3.5.3, and 3.5.4,

<i>Deliverable #</i>	<i>Deliverable</i>	<i>Tasks</i>	<i>RFP Section Reference</i>
		instructions including instructions for test security and safeguarding to avoid test compromise; and, score the written test battery and report the results to examinees; and, administer appeals process to address examinee complaints concerning the test.	
10	Spring 07 Oral Exam Administration for Arabic, Eastern Armenian, Western Armenian, Cantonese, English Japanese, Korean, Mandarin, Portuguese, Russian, Spanish, Tagalog, and Vietnamese Languages.	Obtain and coordinate testing facilities, process test candidate registration information, collect filing fees as necessary, mail admission (scheduling) letters to candidates; and, distribute all necessary testing materials on test dates; and, administer the results of the oral tests; and, provide oversight of the raters in their evaluations of the exams to ensure quality control of the rating process and verify the raters' accuracy; and report results to examinees; and administer appeals process to address examinee complaints concerning the test.	3.4.2, 3.4.3, 3.4.5 3.6.2, 3.6.3, 3.6.4, 3.6.5.1, 3.6.5.2, 3.6.6, and 3.6.7
11	Summer 07 report on quarterly examinee statistical data	Report on data for the Spring 07 testing cycle by language, which at a minimum, includes examinee demographic data, all passing and failing examination scores, examination dates and test sites, records on number and nature of any problems or challenges encountered in the course of the previous test administration cycle including test appeals, and accounts to the AOC for all fees assessed to test examinees.	3.3.1, 3.4.3, 3.5.4, and 3.6.7

4.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria, in order of descending priority:

4.1 Quality of work plan submitted

4.1.1 General quality of work plan

- a. Work plan is complete, well organized, and easy to follow;
- b. The work plan demonstrates clear and well defined methodologies for the accomplishing the required project Deliverables specified in subsection 3.7, of this RFP;
- c. Work plan clearly identifies the key staff on the project, organization of team, and the roles of each member;

4.1.2 Rater selection, training, evaluation, and appeals

- a. Proposal clearly describes the means through which potential raters are identified, recruited, screened, and evaluated both during and following the training process;
- b. Proposal demonstrates plan for meeting industry standards for recruiting, screening, and training raters;
- c. Proposal clearly describes provisions for performing ongoing quality control of the rating process and verification of the raters' continued accuracy;
- d. Proposal provides a plan for dispute resolution of examinee complaints, including an applicant appeals process;

4.1.3 Web-based access to information and data collection, analysis and reporting

- a. Proposal describes methods to provide web-based access to test information, including but not limited to, test dates, test prep materials, registration process, and transparency of rater selection and appeals processes;
- b. Proposal describes methods to ensure public exposure to web-based information through web design that maximizes page ranking;
- c. Proposal describes procedures for statistical data collection, analysis, and reporting, including but not limited to examinee demographic data, exam scores, test dates and sites, problems and challenges;

4.1.4 Security

- a. Proposal provides a comprehensive plan for security procedures to ensure integrity and confidentiality of the testing program and its security from unauthorized access;
- b. Proposal provides a contingency plan for documenting steps to be taken in the event that test security is compromised.

4.2 Credentials of staff to be assigned to project, experience on similar assignments, and feedback from references

4.2.1 Credentials of staff

- a. Resumes of project staff indicate education, training, and other professional credentials that demonstrate they are well qualified to undertake the project in the following areas:
 - 1. expertise in test administration for both written and oral exams;
 - 2. expertise in data collection, analysis, and reporting;
 - 3. expertise in rater training and evaluation;
 - 4. expertise in web development;
 - 5. expertise in fiscal control and management;

4.2.2 Experience on Similar Assignments

- a. Articulates experience in oral test administration or transferable experience;
- b. Articulates experience in written test administration or transferable experience; and,

4.2.3 References

- a. References support contractor's ability to provide required project Deliverables specified in subsection 3.7 of this RFP based on past experience on similar contracts.

4.3 Ability to meet timing requirements to complete the project

4.3.1 Provides a reasonable timeline to permit completion of contract project Deliverables specified in subsection 3.7 of this RFP and allow for contingencies;

4.3.2 Provides exam schedule that meets operational needs of the Judicial Council's certification program as outlined in subsection 3.5.1.1, subsection 3.5.1.2, subsection 3.5.2, subsection 3.6.5.1, subsection 3.6.5.2, and subsection 3.6.6; and,

4.3.3 Describes clear plan for obtaining and coordinating test facilities to best accommodate the geographic locations of the test candidates.

4.4 Reasonableness of cost/fee proposal

4.4.1 Costs are reasonable and allow for contingencies;

4.4.2 Demonstrates fiscal controls necessary for collection and management of exam fees; and,

4.4.3 Budget and justifications are clear, well thought out, and include line itemization for each project Deliverables specified in subsection 3.7, of this RFP and show formulas for each line item.

5.0 RFP ATTACHMENTS

Included as part of this RFP are the following attachments:

- 5.1 Attachment A, Administrative Rules Governing Request for Proposals. Proposers shall follow the rules, set forth in Attachment A, in preparation of their proposals. See Section 12.0 of this RFP.
- 5.2 Attachment B, Contract Terms. The contract with the awarded service provider will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment B. See Section 13.0 of this RFP.
- 5.3 Attachment C, Vendor's Acceptance of the RFP's Contract Terms. Proposers must either indicate acceptance of Contract Terms, as set forth in Attachment B, or clearly identify exceptions to these Contract Terms. If exceptions are proposed, then proposer must also submit (i) a red-lined version of Attachment B, that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed. See Section 13.0 of this RFP.
- 5.4 Attachment D, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor prior to entering into a contract with that vendor. Therefore, vendor's proposal must include a completed and signed Payee Data Record Form, set forth as Attachment D. See Section 14.0 of this RFP.
- 5.5 Attachment E, DVBE Participation Form. Proposers must demonstrate either (i) DVBE compliance with minimum participation goals, or (ii) written evidence of a "good faith effort" explaining why compliance with DVBE goals cannot be achieved. DVBE Participation goals are further explained under Section 15.0 of this RFP.

6.0 SPECIFICS OF A RESPONSIVE PROPOSAL

Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the State's instructions, requirements of this RFP, and completeness and clarity of content.

The following information shall be included as the technical portion of the proposal:

- 6.1 Name, address, telephone and fax numbers, and federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract;
- 6.2 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities;

- 6.3 Describe key staff's knowledge of the requirements necessary to complete this project;
- 6.4 Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant;
- 6.5 Overall plan with timelines for completion of all work required;
- 6.6 Detailed summary of project plan to include:
 - 6.6.1 Proposed process necessary for successful implementation of a statewide language certification program;
 - 6.6.2 Proposed data collection methods and reporting mechanism for exam candidate demographics and test results;
 - 6.6.3 Proposed outline of web page and methods for achieving web ranking sufficient to ensure public access to information;
 - 6.6.4 Proposed project and team organization, identifying key personnel and their credentials;
 - 6.6.5 Process and criteria for the recruitment, selection and training of oral examination raters and normers;
 - 6.6.6 Assurances that the rater panels of all oral exams are 1) administratively independent in their evaluation of individual applicants, and 2) are free of any conflicts of interest or influence from any external source on decisions affecting Examination results, and 3) that no members of rater panels shall be involved in interpreter training or have a vested financial interest in the outcome of the applicant's performance; and
 - 6.6.7 List of existing professional time commitments on other subject-related contracts occurring within the July 1, 2006 to June 30, 2007 timeframe.

7.0 COST/FEE PROPOSAL

- 7.1 The vendor's cost/fee proposal showing total cost/fees for providing these services shall be inclusive of personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The AOC's method of payment to the selected service provider will be by firm fixed fee for project Deliverables specified in subsection 3.7 of this RFP.
- 7.2 As a separate document attached to the vendor's cost/fee proposal, submit a detailed line item budget showing total cost of providing the project Deliverables

specified in subsection 3.7 of this RFP. Fully explain and justify all budget line items in a narrative entitled “Budget Justification”.

7.3 The contractor will be entitled to supplement any recommended fee proposal with up to the total amount of test application fees that will be collected by the selected service provider. Test application fees are the fees that contractor will collect from exam applicants. All test application fees for a specific deliverable will need to be applied prior to invoices for completion of that deliverable being submitted to the AOC.

7.4 The following table summarizes the amount of expected candidate exam counts and test application fees to be collected by the selected service provider based on FY 2005-06 figures. The current test application fee structure shown in the table below is expected to be kept in place for the FY 2006–2007, and possibly FY 2007–2008.

Type of Exam	Test Application Fee	Number	Total:
Certified interpreter exam (written and oral) *(Applicants reapplying for either the written or oral examination must submit a new application and filing fee of \$250)	\$250.00	1950	\$487,500.00
Registered interpreter exam (English written and oral) *(Applicants reapplying for either the written or oral examination must submit a new application and filing fee of \$100)	\$100.00	150	\$ 15,000.00
Rescheduled exam *(Cancellation requests submitted within a certain period prior to the scheduled examination are entitled to a partial refund. A \$100 processing fee is deducted from all partial refunds issued.)	\$100.00	10	\$ 1,000.00
Expected Total Amount for Candidate Test Application Fees* *(Does not include recertification fees which are collected by the AOC)			\$503,500.00

7.5 The following table shows the history of candidates tested for the certified languages and registered interpreter examinations for the past five fiscal years:

Historical Candidate Counts		
Year	Certified	Registered
FY 2000-01	1004	258
FY 2001-02	1322	270
FY 2002-03	1548	370
FY 2003-04	1653	269
FY 2004-05	1930	141

8.0 SUBMISSION OF PROPOSALS

- 8.1 Provide an original and five (5) hardcopies of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 8.2 Provide one (1) electronic copy of the entire proposal in MS Word compatible format (NOT copy-protected) by submitting it on either a CD-ROM or DVD along with the original and hardcopies of the proposal required per subparagraph 8.1, above.
- 8.3 Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP.
- 8.4 Proposals must be received by the individual listed in the Submission of Proposals section of the coversheet to this RFP no later than the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 8.5 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Proposal Due Date & Time. Proposals received after the Proposal Due Date & Time will not be considered.
- 8.6 The proposer is solely responsible for ensuring that the full and complete proposal is received by the AOC in accordance with the solicitation requirements prior to the Proposal Due Date & Time and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 8.7 Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

9.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

10.0 CONTACT WITH THE AOC

- 10.1 Prospective service providers are specifically directed NOT to contact any AOC personnel or its consultants for meetings, conferences, or discussions that are

specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC personnel or its consultants may be cause for rejection of the vendor's proposal.

- 10.2 All communications with the AOC regarding this RFP, including submittal of questions pertaining to these solicitation documents, shall be made through the AOC's Solicitation Mailbox (solicitations@jud.ca.gov). **All email submissions sent to the Solicitations Mailbox MUST contain the RFP number and other appropriate identifying information in the email subject line.** Failure to include the RFP number as well as other sufficient identifying information in the email subject line may result in the AOC taking no action on a vendor's email submission.

11.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

12.0 ADMINISTRATIVE RULES

Incorporated in this RFP, and attached as Attachment A, is a document entitled "Administrative Rules Governing Requests for Proposals. Prospective service providers shall follow these rules in the preparation of their proposals.

13.0 PROPOSED CONTRACT TERMS

- 13.1 The contract with the awarded service provider will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions typical for the requested services are attached as Attachment B, Contract Terms.
- 13.2 As part of a prospective service provider's proposal submission, the proposer must sign and submit Attachment C, Vendor's Acceptance of RFP's Contract Terms or Exceptions to Contract Terms and indicate either acceptance of Contract Terms, as set forth in Attachment B, or clearly identify exceptions to these Contract Terms. If exceptions are proposed, then proposer must also submit (i) a red-lined version of Attachment B, that clearly tracks all proposed changes (additions, deletions, modified language, or new provisions) to this attachment, and (ii) written documentation to provide an explanation or rationale for each individual change proposed to the Contract Terms.

14.0 PAYEE DATA RECORD

- 14.1 The AOC is required to obtain and keep on file, a completed Payee Data Record for each vendor it may make payments to prior to entering into a contract with that vendor.

- 14.2 As part of a prospective service provider's proposal submission, the proposer must sign and submit a completed and signed Payee Data Record Form, set forth as Attachment D.

15.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

- 15.1 The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Office of Small Business and DVBE Services Internet web site at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.
- 15.2 A prospective service provider must complete the DVBE Participation Form, included as Attachment E to this RFP, and include the signed form with the proposer's Cost/Fee Proposal.

16.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Administrative Office of the Courts policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

17.0 PROCUREMENT SCHEDULE OF KEY EVENTS AND DATES

- 17.1 The AOC has developed the following list of key event and dates from issuances of the RFP through commencement of contracted services. All key events and dates are subject to change at the AOC's sole discretion.

<i>Key Event No.</i>	<i>Event Description</i>	<i>Key Dates</i>
1	Issue RFP	May 22, 2006
2	Deadline for Proposer Requests for Clarifications or Modifications	June 2, 2006

<i>Key Event No.</i>	<i>Event Description</i>	<i>Key Dates</i>
3	AOC Posts Clarification / Modification Response	June 15, 2006
4	Proposal Due Date and Time	July 7, 2006
5	Evaluation of Proposals	July 10 – 19, 2006 (estimated)
6	Notice of Intent to Award Contract	July 21, 2006 (estimated)
7	Negotiations	July 24 – August 7, 2006 (estimated)
8	Execution of Contract	August 11, 2006 (estimated)
9	Notice of Contract Award	August 18, 2006 (estimated)
10	Commencement of contracted services	September 1, 2006 (estimated)

- 17.2 The RFP and any addenda that may be issued will be available on the following AOC Courtinfo website: <http://www.courtinfo.ca.gov/reference/rfp/>.

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum to the solicitation on the AOC Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).
2. If, prior to the date fixed for submission of proposals, a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in

confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document to the email address set forth under Submission of Questions section of the coversheet of this RFP (solicitations@jud.ca.gov). If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing no later than the deadline set forth under Submission of Questions section of the coversheet of this RFP; questions or requests submitted after the due date will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the AOC Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>). If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the State by sending an email to the email address set forth under Submission of Questions section of the coversheet of this RFP, no later than two days following the posting of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor and submitted to the individual and address set forth under Submission of Proposal section of the coversheet of this RFP. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the Proposal Due Date and Time section listed on the coversheet of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the Proposal Due Date and Time section listed on the coversheet of this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

G. Rejection of bids

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate contracting officer.

J. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

K. Protest procedure

1. General

Failure of a vendor to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment B prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

4. Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but

which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Due Date. If required, the AOC may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

- c. The decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:

- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.

- B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Annual Summary of Examination Activities**” means the report summarizing the Work that includes, but is not limited to the following: number of Exam administrations, total number of applicants examined, total number of successful (passing) applicants, total number of applicant appeals and grievances and decisions made thereon, revision or rotation of Exam Items or Exam Materials, and results of inter-Rater reliability studies.
- D. “**Application Fees**” are the fees that the Contractor is authorized by the State to collect from Exam applicants who wish to take one (1) of the Exams.
- E. “**Certified Court Interpreter Examinations**” or “**Certified Court Interpreter Exams**” means the oral or written portion or both portions of the test for interpretation fluency in a Designated Language or Non-designated Language in court proceedings that serves as part of the assessment, certification, and registration by the State of certified court interpreters in the California court system. **Certified Court Interpreter Examinations** or **Certified Court Interpreter Exams** are the proprietary property of the State.
- F. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv)

information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- G. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- H. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- I. “**Contract Staff**” means the Subcontractors and/or Subject Matter Experts that the Contractor retains in connection with this Agreement to proctor Exams, rate oral Exams on the Rater Panel, and/or provide skilled input regarding Exam content, development, and maintenance.
- J. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- K. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- L. “**Day**” means calendar day, unless otherwise specified.
- M. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- N. “**Designated Languages**” means those languages selected by the State as subject matter for Exams for the certification program for court interpreters in the California court system. The Designated Languages under this Agreement are Spanish, Arabic, Cantonese, Eastern Armenian, Japanese, Korean, Mandarin, Portuguese, Russian, Tagalog, Vietnamese, and Western Armenian.
- O. “**Disabled Veteran Business Enterprise**” or “**DVBE**” means any person or entity that has been certified by the California Department of General Services’ Office of Small Business and Disabled Veteran Business Enterprise Services as a “Disabled Veteran Business Enterprise”.

- P. “**Exam Item**” means a particular question and its associated answer or acceptable response on an Exam.
- Q. “**Exam Materials**” means Exam information packets, the Exam booklet containing questions and/or instructions, answer sheets, worksheets, and related Materials that are distributed to applicants either before or during an Exam and that are collected after administration of an Exam for either Certified Court Interpreter Exams or Registered Court Interpreter Exams. **Exam Materials** are the proprietary property of the State.
- R. “**Examination**” or “**Exam**” means the one (1) or both of the two (2) types of court interpreter tests defined in this Agreement. Each **Exam** or **Examination** is the proprietary property of the State.
- S. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- T. “**Judicial Council Court Interpreters Advisory Panel**” is the advisory panel established by the Judicial Council of California to oversee the court interpreters program in California, including review of the components of certification and registration of court interpreters in the California court system.
- U. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit E. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- V. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- W. “**Non-designated Languages**” means those languages that the State intends to select, but has not yet selected, as well as all other languages that are not Designated Languages, for the certification program for court interpreters in the

California court system. Current Non-designated Languages identified for selection are Khmer and Punjabi.

- X. “**Norm**” or “**Norming**” means the level of training necessary to achieve and maintain reliability in Rater knowledge and performance.
- Y. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- Z. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- AA. “**Rater**” means the skilled and experienced individual employed or retained by the Contractor to evaluate the content, accuracy, speed, effectiveness, and reliability of an applicant’s oral interpretation performance. Minimum qualifications of raters include ownership of a post graduate degree with a focus in an applicable area of study and ten years of language-related experience. The process of this evaluation, including applying performance criteria, scoring, and recommendation of certification is called “**Rating**.”
- BB. “**Rater Panel**” is a team of trained professionals, who meet the minimum qualifications as defined in subsection 1.I of this agreement, that assess applicant performance and provide a comprehensive score based upon a scoring rubric that means previously approved standards by the State.
- CC. “**Registered Court Interpreter Examination**” or “**Registered Court Interpreter Exam**” means the oral or written portion or both portions of the test for English interpretation fluency in court proceedings that serves as part of the assessment, certification, and/or registration by the State of registered court interpreters in the California court system. **Registered Court Interpreter Examinations** or **Registered Court Interpreter Exams** are the proprietary property of the State.
- DD. “**Staff Employees**” means the Contractor’s regular employed staff who perform services in connection with this Agreement.
- EE. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”).

- FF. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart.**”
- GG. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- HH. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- II. “**Subject Matter Experts**” or “**SME**” means a person retained by the Contractor with a recognized particular expertise in one (1) or more of the following: (i) interpreting a Designated or Non-designated Language; (ii) teaching and/or testing the interpretation skills and abilities of others in a Designated or Non-designated Language; and/or (iii) administering, maintaining and/or developing test materials. SMEs are often Contract Staff, but occasionally, they are employed as Staff Employees who have the minimum qualifications as defined in subsection 1.I of this agreement.
- JJ. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- KK. “**Test Cycle**” means the administration of oral and written Examinations for both Certified Court Interpreter and Registered Court Interpreter Exams, at different times, with at least the following frequency: three (3) Test Cycles for the Spanish language, two (2) Test Cycles for other Designated Languages, and two (2) Test Cycles for Non-designated Languages.
- LL. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- MM. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items

necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities

described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order in accordance with any applicable termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and,
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under this Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

- A. Under this Agreement, the State's Project Manager, [TBD], shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the State's Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered to the State's Project Manager as follows:

[TBD], Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- B. Notice to the Contractor shall be directed in writing to:

[TBD]

7. Acceptance of the Work

- A. The State's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the State's Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the State's Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State's Project Manager shall use the Acceptance and Signoff Form, provided as Exhibit F, Attachment 1 to this Agreement, to notify the Contractor of the Work's acceptability.

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Attachment B

Contract Terms

- D. If the State rejects the Work provided, the State's Project Manager shall submit to the Contractor a written rejection using Exhibit F, Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the State's Project Manager requests further change, the Contractor shall meet with the State's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

8. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, it is the policy of the State to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the State, and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Contractor is authorized by the State to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.
- B. Any substitution or prolonged absence of the personnel who are specifically identified as Key Personnel in Exhibit E, Contractor's Key Personnel, must be

approved. Failure to obtain such approval shall constitute a major breach of this Agreement

9. Contractor's Personnel and Replacement of Personnel

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the State. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with subparagraph 9.A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the State's Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Exhibit E, Contractor's Key Personnel.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project Contact.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

11. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the State's Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

12. Ownership of Intellectual Property, Etc.

- A. The Contractor acknowledges and agrees that all Exams, whether Certified Court Interpreter Exams or Registered Court Interpreter Exams, and Exam Materials are the proprietary property of the State, and furnished hereunder, are provided for the Contractor's use for the purposes of this Agreement only. All such proprietary Exams and Exam Material shall remain the property of the State and all ownership and control of the above Exams and Exam Materials, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State. The Contractor agrees to take all reasonable steps to insure that such proprietary Exams and Exam Materials are not disclosed to others, without prior written consent of the State.
- B. Unless the Contractor and the State reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the State's requirement (a) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the State shall be treated as if it were "work for hire" for the State, and (b) the Contractor will immediately disclose to the State all discoveries, inventions, enhancements, improvements, and similar

creations (collectively, “**Creations**”) made, in whole or in part, by the Contractor in the course of or related to providing services to the State.

- C. All ownership and control of the Data, Materials, and Creations set forth in subparagraph 12.B above, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the State, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the State. The Contractor agrees to execute any documents required by the State to register its rights and to implement the provisions herein.

13. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

14. Copyrights and Rights in Data

- A. The State reserves the right to use and copyright, in whole or in part, any Data, produced with funding from this Agreement.
- B. The Contractor agrees not to copyright any Data produced with funding from this Agreement unless the State gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

15. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State. The State review shall be completed within thirty (30) Days of submission to the State's Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

16. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

17. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

18. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

19. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the State's Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the State's Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

20. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
 - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - v. Professional Liability: Errors and Omissions; **\$1,000,000.00**.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.

- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

21. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

22. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

23. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or

representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

25. Disabled Veteran Business Enterprise Participation *[If DVBE is proposed]*

- E. The Contractor has committed, as part of its proposal, to subcontract for [TBD] percent (TBD%) of the total Contract Amount to [TBD], a certified DVBE. Contractor acknowledges that that commitment is a part of the inducement for this Agreement, therefore, *Contractor hereby agrees to award a subcontract for [TBD]% of the total Contract Amount to [TBD], a certified DVBE.* During the performance of this Agreement, all requests for substituting the DVBE(s) named in the proposal must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).
- F. The Contractor agrees that the State or its designee shall have the right to review, obtain, and copy all Data pertaining to performance of this Agreement. The Contractor agrees to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable Notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such Data, books, records, and other accounts that may be relevant to determining compliance with Public Contract Code Sections 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. pertaining to DVBEs. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under the Agreement.

26. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

27. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

28. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

29. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

30. Public Contract Code References

References to the Public Contract Code are provided for Contract's convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor's obligations under the particular contract provision in which such code section is referenced.

31. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

32. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

33. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

34. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

35. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

36. Agreement Term and Option to Extend

- A. The initial term of the Agreement shall commence on September 1, 2006 and shall expire on June 30, 2007 ("Initial Term"). This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed. The State, in its sole discretion, has the option to extend the term of the Agreement,

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on the same terms and conditions applicable during the Initial Term, for up to one (1) additional one-year period defined below:

Option Term: July 1, 2007 to June 30, 2008

- B. The State may exercise each of the options by written notice to the Contractor. In the event the State elects to exercise an option to extend the Agreement as set forth in this provision, the expiration date of the Agreement shall become the ending date of the option term exercised.

37. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. Contract Amount

- A. The total amount the State may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit C, Work to be Performed, and allowable expenses, shall be the actual costs not to exceed the Contract Amount of **[\$[TBD]**, as set forth in this Exhibit.
- B. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's proposal and price does not (i) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

2. Compensation for Contract Work

- A. [TBD]
- B. The rate(s)/fees set forth in this provision shall be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.
- C. The Contractor shall not charge nor shall the State pay any overtime rate.
- D. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- E. The total actual cost which the State may reimburse the Contractor, pursuant to this provision, shall not exceed **[\$[TBD]**.

3. Payment for Contract Work

- A. [TBD]
- B. The total amount the State may pay the Contractor, pursuant to this provision, shall be **[\$[TBD]**.

4. Reimbursement for Allowable Expenses

The following constitutes the maximum limits the AOC will pay for authorized travel expenses:

- (1) For approved and necessary air transportation, the AOC will reimburse a contractor for the actual cost incurred, provided all air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the State's Project Manager agrees otherwise in writing.
- (2) For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for actual meal and lodging expenses not to exceed **\$150.00** per day plus applicable taxes on lodging.
- (3) For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.34** cents per mile.

5. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

6. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

7. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

8. Method of Payment

- A. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables / Tasks, as set forth in Exhibit D, Work to be Performed. In no event shall the Contractor bill the State more often than once a month. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number;
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. Taxpayer identification number;
 - v. Description of the completed Work, including Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement;
 - vii. The dates and hours worked per each Contractor's Key Personnel, and/or labor category, as appropriate;
 - viii. The appropriate contractual billing rate(s), including the appropriate rate(s) for allowable expenses, if allowable under this Contract; and,
 - ix. Preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
c/o Finance Division/Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

9. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

10. Payment Does Not Imply Acceptance of Work

The granting of any payment by the State as provided in this Agreement, shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

END OF EXHIBIT

**EXHIBIT D
 WORK TO BE PERFORMED**

1. Summary of Work

The Judicial Council of California, as part of its charge to administer justice in the State of California, oversees and administers the State’s Certified Court Interpreter and Registered Court Interpreter programs through the Administrative Office of the Courts in order to provide for equal justice to all California citizens and residents and provide for their special needs in their relations with the judicial branch. These programs are intended to establish and apply standards for providing and maintaining competent spoken-language interpretation of court proceedings. Accordingly, the State has retained the Contractor to provide services hereunder in support of the testing requirement for certifying interpreters for the programs. The Contractor shall provide the Work as set forth below in connection with administering, developing and maintaining, and training / Norming for standardized language interpretation examinations for applicants to the California Court Interpreters program.

2. Exam Application Fees

The Application Fees for the Initial Term are estimated to be as follows:

<u>Exam Type</u>	<u>Unit Price for Exam</u>	<u>Maximum No. of Exams</u>	<u>Estimated Total Amount:</u>
Certified Court Interpreter Exam	\$250.00	[TBD]	\$ _____
Registered Court Interpreter Exam	\$100.00	[TBD]	\$ _____
Rescheduled Exam	\$100.00	[TBD]	\$ _____
<i>Estimated total:</i>			<i>\$ _____</i>

A The Contractor is solely responsible for collecting, holding, and accounting for the Application Fees, in addition to accurately reporting them to the State pursuant to the terms and conditions of this Agreement.

A [TBD]

3. Test Administration Services

[TBD]

4. Tasks/Deliverables

In providing the Work of the Agreement, the Contractor shall perform the Tasks and provide the Deliverables within the estimated completion dates set forth in the following:

[TBD]

5. Contractor's Project Manager Responsibilities

The Contractor's Project Manager will have the following responsibilities under this Contract:

- i. Responsible for the end results and for day-to-day Project management;
- ii. Serves as the Contractor's primary contact;
- iii. Works closely with the State's Project Manager;
- iv. Provides on-going status reports to AOC management;
- v. Manages, prepares, and refines the Contract's end results;
- vi. Proactively assists with resolution of issues with any aspect of the Work;
- vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
- viii. Works with State's Project Manager to manage and coordinate work and knowledge transfer; and
- ix. Responsible for management of Project budget within constraints of Work requirements.

A In providing the Work of the Agreement, Contractor shall utilize the Key Personnel set forth in Exhibit D, Contractor's Key Personnel.

6. AOC Responsibilities

The State's Project Manager will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to AOC management.

7. Progress Reports

The Contractor shall submit progress reports to the State's Project Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial actions, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Invoices shall include, in detail, all costs and charges applicable.

END OF EXHIBIT

Project Title: Court Interpreter Test Administration
RFP Number: 06-EOP-45065049-01
Attachment B
Contract Terms

EXHIBIT E
CONTRACTOR'S KEY PERSONNEL

1. *The following individuals, or equivalent as approved pursuant to Exhibit B, Special Provisions, paragraph 9, Contractor's Personnel and Replacement of Personnel provision of the Agreement, shall be the Key Personnel designated to perform the Work of this Agreement:*

<i>Name of Contractor's Key Personnel</i>	<i>Title/Role</i>

2. *The resumes of Contractor's Key Personnel are included in this Exhibit.*

Project Title: Court Interpreter Test Administration
RFP Number: 06-EOP-45065049-01
Attachment B
Contract Terms

**EXHIBIT F
ATTACHMENTS**

This Exhibit includes the following form:

Attachment 1, Acceptance and Signoff Form

END OF EXHIBIT

Project Title: Court Interpreter Test Administration
RFP Number: 06-EOP-45065049-01
Attachment B
Contract Terms

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT

Project Title: Court Interpreter Test Administration

RFP Number: 06-EOP-45065049-01

Attachment C

Vendor's Acceptance of RFP's Contract Terms or Exceptions to Contract Terms

**RFP # 06-EOP-45065049-01, COURT INTERPRETER TEST ADMINISTRATION
VENDOR'S ACCEPTANCE OF RFP'S CONTRACT TERMS OR EXCEPTIONS TO
CONTRACT TERMS**

Mark the Appropriate Choice, below:

_____ Vendor accepts Attachment B, Contract Terms, without exception.

OR

_____ Vendor proposes exceptions/modifications to Attachment B, Contract Terms. Summarize any and all exceptions to Attachment B, Contract Terms, below. Enclose both a red-lined version of Attachment B, Contract Terms, that clearly shows each proposed exception/modification, and provide written documentation to substantiate each proposed exception/modification.

Signature

Printed Name

Title

Date

Project Title: Court Interpreter Test Administration
RFP Number: 06-EOP-45065049-01
Attachment E
DVBE Participation Form

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ *(Complete Parts A & C only)*

No _____ *(Complete Parts B & C only)*

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

Project Title: Court Interpreter Test Administration

RFP Number: 06-EOP-45065049-01

Attachment E

DVBE Participation Form

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$_____. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

Project Title: Court Interpreter Test Administration

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Attachment E

DVBE Participation Form

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

Project Title: Court Interpreter Test Administration

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Attachment E

DVBE Participation Form

- 4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

- 5. List the available DVBEs that were considered as subcontractors or suppliers or both. (Complete each subject line.)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

PART C – CERTIFICATION *(to be completed by ALL Proposer)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	