

EXHIBIT A STATEMENT OF WORK

1. OBJECTIVE

The State of California, California Technology Agency (Technology Agency), Public Safety Communications Office (PSCO), California 9-1-1 Emergency Communications Division (CA 9-1-1 Division) hereafter referred to as the State, is seeking one (1) Contractor to provide statewide Foreign Language Emergency Interpretation Services to be offered for the exclusive use of all of California's (CA) "Public Safety Answering Points" (PSAPs) participating in the State's 9-1-1 Emergency Telephone System Program. Under this Contract, the State intends to establish one (1) State Contract that PSAPs may use as a procurement vehicle for Foreign Language Emergency Interpretation Services.

2. TERM/PERIOD OF PERFORMANCE

- A. This Contract will be effective for a three-year period beginning on June 1, 2013 or upon final approval by the Department of General Services (DGS), Office of Legal Services (OLS), whichever is later through May 31, 2016.
- B. The Contractor shall not be authorized to commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Technology Agency and the Contractor may execute written amendments to this Agreement, subject to approval by the DGS under Public Contract Code 10335.

3. PROJECT TASKS/DELIVERABLES

A. Equipment and Facility

- 1) The Contractor shall have all necessary equipment to provide Foreign Language Emergency Interpretation Services.
- 2) The Contractor shall have telephone terminal equipment that has visual and audible signaling for incoming calls. Telephone terminal equipment will also have expansion capabilities to add additional lines, as needed.
- 3) The Contractor's telephone terminal equipment shall be capable of collecting the detailed call traffic information needed to produce the reports required by this Contract.

B. Disaster Response

- 1) The Contractor shall maintain a plan to restore language Interpretation services in the event of a disaster. The disaster response plan shall include various points of failure and multiple restoration contingencies.

- 2) The Contractor shall provide a high speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or e-mail to over 500 contacts/locations prior to, during and after a crisis or emergency, 24 hours per day, 7 days a week, 365 days per year.

C. Meetings and Conferences

The Contractor shall be required to provide training and/or participate in quarterly county coordinator meetings or quarterly or annual conferences, as requested by the State, to discuss the services provided by the Contractor and answer questions from the State and/or PSAP staff. Participation in meetings will be at the Contractor's expense.

D. Foreign Language Emergency Interpretation Service

- 1) Provide accurate and timely foreign language emergency interpretation services for State and local government PSAPs call takers who receive emergency calls on 9-1-1 and other designated emergency telephone lines from emergency callers who speak a language other than English.
- 2) PSAP call taker will initiate a "3-way" conference call with the Contractor's foreign language emergency interpretation service.
- 3) The Contractor shall determine the emergency caller's spoken language and connect the emergency call with the appropriate interpreter.
- 4) PSAP call taker will retain control of the conversation and prompt the interpreter with questions. The interpreter will interpret and respond with the emergency caller's answer and comments. The PSAP call taker will decide when the interpreter and emergency caller may disconnect.

E. Interpreter Operational Requirements

At a minimum the interpreter will:

- 1) Remain neutral in the interpretation unless prompted by the PSAP call taker with additional instructions.
- 2) Use the utmost courtesy when conversing with the emergency caller and the PSAP call taker.
- 3) Respect cultural difference of the emergency caller and the PSAP call taker.
- 4) Offer additional information to the PSAP call taker, but will graciously accept the PSAP call taker's refusal to accept additional information.
- 5) Refrain from entering into a disagreement with the PSAP call taker or the emergency caller.
- 6) Report irregular emergency interpretation calls to his/her supervisor (i.e., an irregular language interpretation call would be a PSAP call taker hanging up and leaving the emergency caller and the interpreter on an active call. The supervisor will refer irregular language interpretation calls to Customer Service for referral.)

- 7) Be trained thoroughly and be prepared to efficiently transfer calls quickly and have a thorough understanding of the techniques that facilitate the transfer of information from one foreign language to another.
- 8) Interpret accurately and precisely the message that is relayed in its entirety with the meaning preserved throughout the conversation. Information cannot be edited or deleted which erroneously changes the meaning of the interpretation or intent of the emergency caller.
- 9) Not make assumptions on behalf of the incident or emergency caller. (i.e., an emergency caller who has a speech impediment – the interpreter would not say, “He/She is drunk,” but rather, “He/She is slurring his/her words).
- 10) Must remain professional, tactful, cool, calm, and collected throughout the duration of the interpretation services call.
- 11) Not discuss any personal information about the conversation including the name(s) of the emergency caller, address, or any other information that is revealed during the conversation/incident.
- 12) In the event the emergency caller is prematurely disconnected, the interpreter shall be able to reconnect with the emergency caller while the PSAP Call Taker remains on the line. The PSAP Call Taker shall provide the Emergency Caller’s call back number to the interpreter.

F. Speed of Answer

On average, the Contractor shall answer at least 95% of all incoming emergency calls within 10 seconds of the call starting to ring at the Contractor’s facility.

G. Interpretation Start

- 1) On average, the Contractor shall begin language interpretation on at least 95% of all emergency calls for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian within 60 seconds after the required language has been identified.
- 2) All other languages shall begin language interpretation on at least 95% of all emergency calls within 120 seconds.
- 3) Once interpretation begins, the emergency call cannot be placed on hold nor put into a queue of any kind.

H. Maximum Time until Interpretation Start Penalty

- 1) In the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller’s language being identified, the State shall not be charged for any interpretation services provided for the duration of the call.
- 2) Interpretation service for all other languages that does not begin within 120 seconds of the emergency caller’s language being identified are subject to the same penalty as stated in Exhibit A, 3., H. 1. (above).

I. No Interpreter Available Penalty

Contractor will for each event an interpretation service request for any of the 96 non-English languages (listed in Exhibit A-1, Combined Foreign Language Interpretation Statistics) results in a customer being told *no interpreter is available or foreign language is not available, the Contractor shall be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for that month in which the no interpreter available or foreign language event occurs. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the State's discretion. Example: Penalty (deducted from applicable monthly* invoice) = Cost of PSAP's average interpreter call for the month* x number of "event" occurrences.

J. Toll-Free Telephone Number for Interpreter Services

The Contractor shall provide a toll-free telephone number that provides access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year.

K. Hours of Operations for Interpreter Services

The Contractor shall provide foreign language emergency interpretation services as identified in these specifications, 24-hours a day, seven (7) days per week, and 365 days per year. Interpreter Services shall only be handled by a live Interpreter Customer Service Representative.

L. Foreign Language Emergency Interpretation Usage

- 1) The number of languages, calls, and duration may vary during the Contract period. Exhibit A-1 Combined Foreign Language Emergency Interpretation Statistics have been included in the Contract to reflect usage for the 2012 Calendar Year. The statistics include the languages, number of minutes, number of emergency calls, average length of call (in minutes), and percentage of total number of languages. In 2012 foreign language emergency interpretation services were provided in 96 languages.
- 2) During the course of the Contract, the Contractor shall provide any additional languages not listed on Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics that may be required. Any additional languages shall be provided at the contracted rate bid in this IFB. The Contract value shall be based upon actual usage and the State cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, Contractor shall provide interpretation services for the 96 languages listed on Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics. The statistics reflect 2012 calendar year call data received from two (2) vendors the CA 9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services.

M. Web-site Portals

- 1) The Contractor shall provide web site portals that shall be used by State and PSAP representatives to access information related to this Contract. The web-site portals shall be accessible using the latest versions of industry standard browsers. The Contractor shall issue and manage User Ids that shall be assigned and correspond to viewable information identified by the State. The State shall meet with the Contractor within 30 days after Contract award to identify management of the user ids and accessible information.
- 2) The web site information shall include:
 - a. Contractor's Foreign Language Emergency Interpretation toll-free number.
 - b. Contractor's Customer Service toll-free number.
 - c. PSAP access to their respective PSAP Account for services and call data reports.
 - d. State access to statewide PSAP and individual PSAP services and call data reports.
 - e. Link to State web-site.

N. Contractor's Customer Service Response Criteria

- 1) The Contractor shall provide prompt, professional customer service to all PSAPs between the hours of 7:00am and 6:00pm Pacific Time (PT), Monday through Friday, excluding all federal and California State holidays. After hours and on federal and California State holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters.
- 2) The Contractor shall respond to customer service questions and concerns shall be handled as expeditiously as possible and according to the following criteria:
 - a. General questions of concern: Written response to a Customer or a PSAPs questions is due within 15 working days from initial contact. If an answer is incomplete at response due time, then the response shall be an update of steps taken thus far to answer the customer's question and an estimated completion date. If response is not provided within 15 days, the Contractor must provide an administrative contact to escalate the request.
 - b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be mailed within two (2) working days from receipt of the request.
 - c. All other requests: Timeframe requirements for all other requests shall be negotiated individually when the request is made.
- 3) Additional materials and services required by the State shall be provided at no additional charge to the State.
- 4) The Contractor shall develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed so as to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the Contractor must provide this information to the CA 9-1-1 Division.

4. CONTRACTOR REPORTING REQUIREMENTS

Each report template shall be subject to State approval of report layout, content detail and formatting. The Contractor shall implement modifications to the reports during the term of the Contract at the State's request at no additional cost.

Within 30 calendar days after Contract award, the State and Contractor shall meet to discuss the timelines and due dates for the delivery of the reports required in this section.

All Reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month and posted to the web site Portal.

The following are the reports to be compiled and provided by the Contractor to the Project Manager for the Contract term. All time measurements shall be in minutes (mm) and seconds (ss) as indicated below:

A. Monthly Data Report:

- 1) Monthly Data Report shall include:
 - a. Number of calls
 - b. Date of call
 - c. Time of call occurrence
 - d. Call duration (mm:ss) Length of time from incoming emergency call connection to an interpreter; this time is used by Contractor to apply cost per interpretation minute for each call
 - e. Interpretation Start (ss) Length of time from language identification to interpreter connection.
 - f. Speed of Answer (ss) Length of time from language identification to interpreter connection.
 - g. On hold/in-queue duration (ss) Length of time from Contractor Speed of Answer to Interpretation Start.
 - h. Identify Language.
 - i. If language used was contracted or non-contracted. (Languages appearing on Appendix A, Exhibit A-1, Combined Foreign Language Interpretation Statistics are contracted, if language is not listed, it is defined as non-contracted.)
 - j. Call traffic pattern details
 - k. PSAP name
 - l. No Interpreter Available Penalty applied that will identify the language that was not available for each occurrence.
- 2) Monthly Data Report must be submitted to the Project Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager.
- 3) The State Project Manager will review the Monthly Data Report to identify if the Contractor has met the Project Tasks/Deliverables that include the Contractor's (self-reported) call data metrics and application of penalties (when applicable).

B. Customer Service Report

Customer Support Report shall provide a monthly period of issues and results of customer support issues. This report shall be submitted monthly to the Project Manager, unless otherwise requested.

C. Quarterly Historical Report

Quarterly Historical Report shall depict the previous twelve (12) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the Project Manager, unless otherwise requested.

5. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide its own equipment and software necessary to perform the required duties.
- B. The Contractor shall designate a Contractor Primary Contact (SOW #16 Notices) who has the authority to act on all aspects of the services provided under this Contract.
- C. The Contractor shall notify the State, in writing, of any changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
- D. The Contractor shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of this Contract. The Contractor shall work with the State to implement any changes within six (6) months of the regulation effective date at no cost to the State and no increase in rates.

The Contractor shall make any changes necessary to provide foreign language emergency interpretation services as industry requirements change.

- E. The Contractor Interpreter Services Ethics, Professional Conduct and Confidentiality Statement (Exhibit A-2) shall be completed by the Contractor with the original provided to the State Project Manager and a copy retained by the Contractor Primary Contact.
- F. The Contractor shall market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager meetings, mass mailing of program information. The details shall be developed within 30 days after Contract award between the State and Contractor. The Contractor will cover costs and provide materials for such marketing initiatives and the Contractor understands that marketing at specific locations is required.

6. STATE'S RESPONSIBILITIES

- A. The State shall designate a Project Manager (SOW #16, Notices) to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person shall review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

- B. The State shall provide at least a minimum of ten (10) State business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.
- C. The State's Project Manager shall distribute information to local agencies regarding the availability of Foreign Language Emergency Interpretation Services.
- D. Upon request, State's Project Manager shall provide the Contractor with the most current County PSAP 9-1-1 Manager and related contact information.
- E. The State's Project Manager shall provide the Contractor with the link to the California 9-1-1 Operations Manual that can currently be found: www.cio.ca.gov/PSCO/Publications/911/911OpeaManul.htm

7. PERFORMANCE

The State shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the services performed by the Contractor fail to meet the State's conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process shall be employed, except as superseded by other binding processes:

- A. The State shall notify the Contractor in writing within five (5) State business days of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- B. The Contractor shall, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. The State shall, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
- D. The State shall, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

13. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular Monthly Reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor shall determine the level of severity and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

First level: CA 9-1-1 Division Project Manager

Second level: CA 9-1-1 Division Project Director

Third level: CA 9-1-1 Division Deputy Director

14. CANCELLATION

The State may exercise its option to terminate the Contract at any time with 30 calendar days' prior written notice. In the event of such termination, the State shall pay all amounts due the Contractor for all deliverables and services provided prior to termination.

15. OTHER CONTRACT CONSIDERATIONS

- A. The Contractor shall act as prime contractor under this Contract. In addition, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Any Subcontractor that the Contractor chooses to use in fulfilling the requirements of this contract, and which is expected to receive more than ten percent (10%) of the value of the contract, must also meet all Administrative and Technical Requirements of the IFB, as applicable, and must be approved, in advance, by the State.
- C. The Contractor shall not change Subcontractor(s) and/or DVBE Subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the bid response and actual start of the Contract.
- D. Nothing contained in this Contract shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.

- E. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

16. NOTICES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the addresses then prevailing.

The Primary Project Representatives during the term of this Contract shall be:

State Project Manager	Contractor Primary Contact
Name: Wendy Gavia Title: Project Manager PSCO/CA 9-1-1 Division MS-911 Address: 601 Sequoia Pacific Blvd. Sacramento, CA 95811-0231 Phone: (916) 657-9183 E-mail: Wendy.Gavia@state.ca.gov	Name: Manny Solis Title: Strategic Account Executive Address: 1 Lower Ragsdale Drive, Bldg. 2 Monterey, CA 93940 Phone: (408) 983-1321 Fax: (800) 821-9040 E-mail: msolis@languageline.com
State Procurement Official	
Name: Anthony Lucas Title: Procurement Official MS Y-18 Address: P.O. Box 1810 Rancho Cordova, CA 95741 Phone: (916) 431-5069 Fax: (916) 733-7569 E-mail: Anthony.Lucas@state.ca.gov	

EXHIBIT A-1
COMBINED FOREIGN LANGUAGE INTERPRETATION STATISTICS
FROM January 1, 2012 THROUGH December 31, 2012¹

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,524,263	331,595	4.6	85.66%
MANDARIN	49,402	7,484	6.6	2.78%
VIETNAMESE	45,230	7,086	6.4	2.54%
CANTONESE	41,933	6,806	6.2	2.36%
KOREAN	32,442	4,784	6.8	1.82%
RUSSIAN	17,698	2,611	6.8	0.99%
FARSI	8,048	1,069	7.5	0.45%
ARABIC	7,431	1,133	6.6	0.42%
PUNJABI	7,452	1,168	6.4	0.42%
ARMENIAN	5,486	968	5.7	0.31%
JAPANESE	5,124	667	7.7	0.29%
TAGALOG	4,662	898	5.2	0.26%
CAMBODIAN	3,235	521	6.2	0.18%
HMONG	3,054	461	6.6	0.17%
PORTUGUESE	2,733	406	6.7	0.15%
FRENCH	2,387	410	5.8	0.13%
HINDI	1,937	307	6.3	0.11%
ROMANIAN	1,634	210	7.8	0.09%
LAOTIAN	1,544	244	6.3	0.09%
THAI	1,213	168	7.2	0.07%
GERMAN	901	153	5.9	0.05%
ITALIAN	853	126	6.8	0.05%
POLISH	828	80	10.3	0.05%
AMHARIC	762	98	7.8	0.04%
SOMALI	619	100	6.2	0.03%
HEBREW	469	46	10.2	0.03%
URDU	454	51	8.9	0.03%
SLOVAK	438	25	17.5	0.02%
TURKISH	442	48	9.2	0.02%
TOISHANESE	389	40	9.7	0.02%
HUNGARIAN	366	35	10.5	0.02%
BENALI	355	52	6.8	0.02%
TIGRINYA	373	37	10.1	0.02%
BURMESE	343	51	6.7	0.02%
CZECH	327	28	11.7	0.02%
AKAN	270	86	3.1	0.02%
MIEN	254	28	9.1	0.01%
MONGOLIAN	274	36	7.6	0.02%
ASSYRIAN	284	32	8.9	0.02%
ILOCANO	189	12	15.8	0.01%
UKRAINIAN	215	29	7.4	0.01%
KHMER	185	31	6.0	0.01%
SINHALESE	176	12	14.7	0.01%
INDONESIAN	176	24	7.3	0.01%
NEPALI	154	27	5.7	0.01%

¹ . The call statistics reflect the total of the self-reported 2012 calendar year call data received from two (2) vendors the CA9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
HAITIAN CREOLE	139	20	7.0	0.01%
SWAHILI	149	34	4.4	0.01%
BULGARIAN	133	21	6.4	0.01%
BOSNIAN	127	17	7.5	0.01%
GREEK	109	22	5.0	0.01%
CROATIAN	102	14	7.3	0.01%
TAMIL	114	18	6.3	0.01%
OROMO	100	7	14.3	0.01%
TAIWANESE	86	18	4.8	0.00%
LITHUANIAN	85	9	9.4	0.00%
SERBIAN	85	13	6.5	0.00%
TONGAN	91	10	9.1	0.01%
MANDINKA	74	2	37.0	0.00%
KURDISH	67	7	9.6	0.00%
DARI	63	10	6.3	0.00%
PASHTO	63	9	7.0	0.00%
GUJARATI	56	12	4.7	0.00%
TIBETAN	56	4	14.0	0.00%
MALAYALAM	56	5	11.2	0.00%
KAREN	68	11	6.2	0.00%
SWEDISH	49	7	7.0	0.00%
GA	39	11	3.5	0.00%
YIDDISH	37	2	18.5	0.00%
MIXTECO	36	4	9.0	0.00%
DUTCH	35	12	2.9	0.00%
CHIN	27	1	27.0	0.00%
TELUGU	27	5	5.4	0.00%
CHAO-CHOW	25	2	12.5	0.00%
LATVIAN	24	2	12.0	0.00%
FRENCH CANADIAN	23	5	4.6	0.00%
SAMOAN	24	5	4.9	0.00%
SHANGHAINESE	19	1	19.0	0.00%
IBO	13	2	6.5	0.00%
NORWEGIAN	13	1	13.0	0.00%
PORTUGESE CREOLE	13	1	13.0	0.00%
SUDANESE ARABIC	13	3	4.3	0.00%
MIN	13	1	12.6	0.00%
CHALDEAN	10	1	10.0	0.00%
IGBO	10	1	10.0	0.00%
ASHANTE	7	2	3.5	0.00%
FIJIAN HINDI	6	2	3.0	0.00%
MANDINGO	6	2	3.0	0.00%
HAUSA	5	4	1.3	0.00%
LUO	5	2	2.5	0.00%
FINNISH	8	2	4.0	0.00%
TWI	4	1	4.0	0.00%
FANTE	6	2	3.1	0.00%
FULA	3	1	3.0	0.00%
ALBANIAN	2	1	2.0	0.00%
FULANI	2	1	2.0	0.00%
DIULA	1	1	1.0	0.00%
Language Count: 96	1,779,330	370,634	4.8	100.00%

**EXHIBIT A-1A
FOREIGN LANGUAGE INTERPRETATION STATISTICS
CAN TALK (CANADA), INC STATE CONTRACT #3126702
(CONTRACTED WITH THE CALIFORNIA TECHNOLOGY AGENCY)
January 1, 2012 Through December 31, 2012**

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	152,724	55,841	2.73	90.05%
MANDARIN	5,780	962	6.01	3.41%
CANTONESE	2,713	553	4.91	1.60%
VIETNAMESE	2,433	368	6.61	1.43%
KOREAN	1,966	355	5.54	1.16%
RUSSIAN	746	129	5.78	0.44%
FARSI	511	67	7.62	0.30%
PUNJABI	482	68	7.10	0.28%
ARABIC	382	62	6.16	0.23%
JAPANESE	188	39	4.83	0.11%
KHMER	185	31	5.96	0.11%
ARMENIAN	167	36	4.63	0.10%
TAGALOG	159	32	4.97	0.09%
HMONG	157	23	6.83	0.09%
FRENCH	147	28	5.27	0.09%
ROMANIAN	115	16	7.18	0.07%
PORTUGUESE	97	20	4.86	0.06%
THAI	88	10	8.78	0.05%
ASSYRIAN	76	1	76.12	0.04%
LAO	67	10	6.68	0.04%
MONGOLIAN	56	5	11.17	0.03%
GERMAN	39	8	4.84	0.02%
AMHARIC	38	4	9.54	0.02%
TURKISH	37	3	12.40	0.02%
ITALIAN	36	7	5.08	0.02%
UKRAINIAN	31	5	6.16	0.02%
TIGRINYA	29	4	7.20	0.02%
SOMALI	19	3	6.44	0.01%
HINDI	15	5	3.00	0.01%
KAREN	15	1	14.95	0.01%
POLISH	14	1	13.98	0.01%
TAMIL	14	1	13.55	0.01%
MIN	13	1	12.55	0.01%
MIEN	12	2	5.79	0.01%
SWAHILI	10	2	4.78	0.01%
BOSNIAN	9	3	3.12	0.01%
TONGAN	8	1	7.57	0.00%
BURMESE	5	1	5.45	0.00%
BULGARIAN	5	1	5.45	0.00%
FINNISH	4	1	4.00	0.00%
NEPALI	4	1	3.88	0.00%
FANTE	3	1	3.28	0.00%
URDU	3	1	2.53	0.00%
SAMOAN	2	1	2.38	0.00%
INDONESIAN	2	3	0.77	0.00%
CROATION	2	1	2.30	0.00%
TAIWANESE	0	1	0.25	0.00%
Language Count: 47 (of 96)	169,606	58,719	2.89	100.00%

EXHIBIT A-1B
FOREIGN LANGUAGE INTERPRETATION STATISTICS
OTHER VENDOR USED BY PUBLIC SAFETY ANSWERING POINTS (PSAPs)
(NOT CONTRACTED WITH THE CALIFORNIA TECHNOLOGY AGENCY)
January 1, 2012 Through December 31, 2012

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,371,539	275,754	5.0	85.2%
MANDARIN	43,622	6,522	6.7	2.7%
VIETNAMESE	42,797	6,718	6.4	2.7%
CANTONESE	39,220	6,253	6.3	2.4%
KOREAN	30,476	4,429	6.9	1.9%
RUSSIAN	16,952	2,482	6.8	1.1%
FARSI	7,537	1,002	7.5	0.5%
ARABIC	7,049	1,071	6.6	0.4%
PUNJABI	6,970	1,100	6.3	0.4%
ARMENIAN	5,319	932	5.7	0.3%
JAPANESE	4,936	628	7.9	0.3%
TAGALOG	4,503	866	5.2	0.3%
CAMBODIAN	3,235	521	6.2	0.2%
HMONG	2,897	438	6.6	0.2%
PORTUGUESE	2,636	386	6.8	0.2%
FRENCH	2,240	382	5.9	0.1%
HINDI	1,922	302	6.4	0.1%
ROMANIAN	1,519	194	7.8	0.1%
LAOTIAN	1,477	234	6.3	0.1%
THAI	1,125	158	7.1	0.1%
GERMAN	862	145	5.9	0.1%
ITALIAN	817	119	6.9	0.1%
POLISH	814	79	10.3	0.1%
AMHARIC	724	94	7.7	0.0%
SOMALI	600	97	6.2	0.0%
HEBREW	469	46	10.2	0.0%
URDU	451	50	9.0	0.0%
SLOVAK	438	25	17.5	0.0%
TURKISH	405	45	9.0	0.0%
TOISHANESE	389	40	9.7	0.0%
HUNGARIAN	366	35	10.5	0.0%
BENGALI	355	52	6.8	0.0%
TIGRINYA	344	33	10.4	0.0%
BURMESE	338	50	6.8	0.0%
CZECH	327	28	11.7	0.0%
AKAN	270	86	3.1	0.0%
MIEN	242	26	9.3	0.0%
MONGOLIAN	218	31	7.0	0.0%
ASSYRIAN	208	31	6.7	0.0%
ILOCANO	189	12	15.8	0.0%
UKRAINIAN	184	24	7.7	0.0%
SINHALESE	176	12	14.7	0.0%
INDONESIAN	174	21	8.3	0.0%
NEPALI	150	26	5.8	0.0%
HAITIAN CREOLE	139	20	7.0	0.0%
SWAHILI	139	32	4.3	0.0%
BULGARIAN	128	20	6.4	0.0%
BOSNIAN	118	14	8.4	0.0%

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
GREEK	109	22	5.0	0.0%
CROATIAN	100	13	7.7	0.0%
TAMIL	100	17	5.9	0.0%
OROMO	100	7	14.3	0.0%
TAIWANESE	86	17	5.1	0.0%
LITHUANIAN	85	9	9.4	0.0%
SERBIAN	85	13	6.5	0.0%
TONGAN	83	9	9.2	0.0%
MANDINKA	74	2	37.0	0.0%
KURDISH	67	7	9.6	0.0%
DARI	63	10	6.3	0.0%
PASHTO	63	9	7.0	0.0%
GUJARATI	56	12	4.7	0.0%
TIBETAN	56	4	14.0	0.0%
MALAYALAM	56	5	11.2	0.0%
KAREN	53	10	5.3	0.0%
SWEDISH	49	7	7.0	0.0%
GA	39	11	3.5	0.0%
YIDDISH	37	2	18.5	0.0%
MIXTECO	36	4	9.0	0.0%
DUTCH	35	12	2.9	0.0%
CHIN	27	1	27.0	0.0%
TELUGU	27	5	5.4	0.0%
CHAO-CHOW	25	2	12.5	0.0%
LATVIAN	24	2	12.0	0.0%
FRENCH CANADIAN	23	5	4.6	0.0%
SAMOAN	22	4	5.5	0.0%
SHANGHAINESE	19	1	19.0	0.0%
IBO	13	2	6.5	0.0%
NORWEGIAN	13	1	13.0	0.0%
Portug.Creole	13	1	13.0	0.0%
SUDANESE ARABIC	13	3	4.3	0.0%
CHALDEAN	10	1	10.0	0.0%
IGBO	10	1	10.0	0.0%
ASHANTE	7	2	3.5	0.0%
FIJIAN HINDI	6	2	3.0	0.0%
MANDINGO	6	2	3.0	0.0%
HAUSA	5	4	1.3	0.0%
LUO	5	2	2.5	0.0%
FINNISH	4	1	4.0	0.0%
TWI	4	1	4.0	0.0%
FANTE	3	1	3.0	0.0%
FULA	3	1	3.0	0.0%
ALBANIAN	2	1	2.0	0.0%
FULANI	2	1	2.0	0.0%
DIULA	1	1	1.0	0.0%
Language Count: 94 (of 96)	1,609,724	311,915	5.16	100.0%

EXHIBIT A-1C
2011 CALIFORNIA PUBLIC SAFETY ANSWERING POINTS FOREIGN LANGUAGE INTERPRETATION
STATISTICS
FROM January 1, 2011 THROUGH December 31, 2011

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,476,061	326,146	4.53	85.9014%
VIETNAMESE	45,175	6,813	6.63	2.6290%
MANDARIN	44,647	6,583	6.78	2.5983%
CANTONESE	37,403	5,969	6.27	2.1767%
KOREAN	31,332	4,365	7.18	1.8234%
RUSSIAN	18,563	2,591	7.16	1.0803%
PUNJABI	7,088	1,049	6.76	0.3738%
TAGALOG	5,760	968	5.95	0.3352%
ARMENIAN	5,635	912	6.18	0.3279%
FARSI	8,100	1,025	7.90	0.4714%
HMONG	3,284	500	6.57	0.1911%
JAPANESE	4,655	627	7.42	0.2709%
CAMBODIAN	3,504	513	6.83	0.2039%
ARABIC	7,088	1,049	6.76	0.4125%
PORTUGUESE	2,309	354	6.52	0.1344%
HINDI	2,057	326	6.31	0.1197%
LAOTIAN	1,803	269	6.70	0.1049%
FRENCH	1,818	252	7.21	0.1058%
THAI	1,145	156	7.34	0.0666%
SOMALI	761	113	6.73	0.0443%
ROMANIAN	1,344	155	8.67	0.0782%
ITALIAN	671	118	5.69	0.0390%
GERMAN	704	98	7.18	0.0410%
POLISH	998	89	11.21	0.0581%
AMHARIC	1,048	112	9.36	0.0610%
HEBREW	199	40	4.98	0.0116%
MIEN	111	16	6.94	0.0065%
ALBANIAN	49	12	4.08	0.0029%
MONGOLIAN	273	27	10.11	0.0159%
SWEDISH	10	4	2.50	0.0006%
INDONESIAN	251	36	6.97	0.0146%
BENGALI	277	49	5.65	0.0161%
HUNGARIAN	283	32	8.84	0.0165%
URDU	285	28	10.18	0.0166%
TAIWANESE	348	27	12.89	0.0203%
TONGAN	71	11	6.45	0.0041%
TURKISH	277	44	6.30	0.0161%
UKRAINIAN	188	26	7.23	0.0109%
BURMESE	512	68	7.53	0.0298%
ASSYRIAN	104	16	6.50	0.0061%
SERBIAN	96	18	5.33	0.0056%
TOISHANESE	181	19	9.53	0.0105%
CROATIAN	40	8	5.00	0.0023%
BULGARIAN	32	4	8.00	0.0019%
GREEK	110	19	5.79	0.0064%
SAMOAN	36	5	7.20	0.0021%
ILOCANO	80	12	6.67	0.0047%
TIGRINYA	259	31	8.35	0.0151%

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL	
CREOLE	23	1	23.00	0.0013%	
DANISH	22	3	7.33	0.0013%	
SWAHILI	185	14	13.21	0.0108%	
NEPALI	189	24	7.88	0.0110%	
AKAN	245	48	5.10	0.0143%	
CZECH	73	7	10.43	0.0042%	
TAMIL	114	15	7.60	0.0066%	
BOSNIAN	46	8	5.75	0.0027%	
SINHALESE	18	3	6.00	0.0010%	
IBO	11	2	5.50	0.0006%	
KURDISH	15	3	5.00	0.0009%	
LATVIAN	4	1	4.00	0.0002%	
PORTUGUESE BRAZILIAN	7	1	7.00	0.0004%	
OROMO	40	6	6.67	0.0023%	
TELEGU	4	1	4.00	0.0002%	
KAREN	59	12	4.92	0.0034%	
GUJARATI	99	18	5.50	0.0058%	
DUTCH	40	8	5.00	0.0023%	
PUSHTO	2	1	2.00	0.0001%	
HAITIAN CREOLE	202	24	8.42	0.0118%	
MIXTECO	42	6	7.00	0.0024%	
MALAY	26	6	4.33	0.0015%	
TIBETAN	13	3	4.33	0.0008%	
FINNISH	5	1	5.00	0.0003%	
FUKIENESE	13	1	13.00	0.0008%	
CHALDEAN	86	4	21.50	0.0050%	
ASHANTE	16	4	4.00	0.0009%	
DARI	56	7	8.00	0.0033%	
YIDDISH	6	1	6.00	0.0003%	
KHMER	110	21	5.24	0.0064%	
MALAYALAM	19	3	6.33	0.0011%	
GA	15	3	5.00	0.0009%	
PASHTO	14	3	4.67	0.0008%	
SLOVAK	12	3	4.00	0.0007%	
LITHUANIAN	36	2	18.00	0.0021%	
SHANGHAINESE	29	2	14.50	0.0017%	
MARSHALLESE	15	2	7.50	0.0009%	
FUZHOU	11	1	11.00	0.0006%	
UZBEK	11	1	11.00	0.0006%	
CHAO-CHOW	6	1	6.00	0.0003%	
EWE	5	1	5.00	0.0003%	
HAUSA	5	1	5.00	0.0003%	
MACEDONIAN	5	1	5.00	0.0003%	
LINGALA	3	1	3.00	0.0002%	
LUO	2	1	2.00	0.0001%	
MANDINKA	1	1	1.00	0.0001%	
Language Count	94	1,718,320	361,906	7.13	100%

EXHIBIT A-2

Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement

The Contractor shall require as a condition of employment for all interpreters that provide interpreter services under this Contract to sign and agree to uphold specified professional and ethical standards. The signed document shall include, at a minimum, the information contained in the Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement.

The Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement shall be completed by the Contractor with the original provided to the State Project Manager and a copy retained by the Contractor Primary Contact.

Ethics:

1. **Cultural sensitive and courtesy:** Interpreters shall be aware of the cultural differences that may exist and is sensitive and respectful to the individual(s) they serve.
2. **Impartiality:** The interpreters shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The interpreter shall avoid distorting the message in favor of one party or the other.
3. **Non-discrimination:** Interpreters shall always be neutral, impartial, and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. **Conflict of interest:** Interpreters shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation services for family members, or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
5. **Withdrawal:** Interpreters, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

Professional Conduct:

1. **Professional Integrity:** Interpreters shall demonstrate professionalism and personal integrity, including:
 - a. If the Interpreter believes he or she may have interpreted inaccurately or incompletely, he or she will make this known, and if possible, provide a corrected interpretation.
 - b. If the Interpreter believes he or she is so impacted by the content to be interpreted, that he or she becomes unable to interpret accurately and completely, he or she shall inform the parties of his/her intent to withdraw without threat or retaliation.

2. **Accuracy:** Interpreters shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the interpreter shall interpret everything the speaker says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. **Role boundaries:** Interpreters shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the emergency caller, but does not represent personal involvement in their interpretation.
4. **Self-evaluation:** Interpreters shall accurately and completely represent their certifications, education, training and experience.
5. **Personal demeanor:** Interpreters shall be punctual, prepared, and dressed in an appropriate manner and not distracting from the situation. (This requirement does not apply to interpreter services provided by telephone).
6. **Inability to perform:** Interpreters shall assess, at all times, their ability to interpret. Should interpreters have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
7. **Cultural competency:** Interpreters shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstanding based upon stereotyping and differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter may assist by sharing cultural information or helping develop an explanation that can be understood by all.

Confidentiality:

1. Interpreters shall not divulge any information learned in the performance of professional duties.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person's threatening harm to himself or herself or others, or where the interpreter determines to the best of their ability, that non-disclosure may result in harm.
3. **Disclosure:** Interpreters shall not publicly discuss report or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

Compliance:

Violations of the above standards may result in disqualification of an interpreter and termination of the Contract. A copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement must be maintained by the Contractor for every interpreter utilized to perform services under this Contract. The Contractor must provide a copy of the signed statement upon request of the State.

I, the undersigned, do hereby certify that all interpreters to be utilized to perform services under this Contract have signed a Code of Ethics, Professional Conduct and Confidentiality statement that, at a minimum, contains the above information.

Signed by:

Signature

Date

Print First and Last Name: _____

Print Title: _____

EXHIBIT B
INVOICING AND PAYMENT

1. Payment for tasks performed under this Contract shall be Price per Minute/Price per Each Call. Signed acceptance is required from the State Project Manager before processing an invoice for payment.
2. The Contractor shall submit a Monthly invoice for payment and a Monthly Report associated with the payment amounts. Payments shall be based on each item subject to acceptance by the State. It shall be the State's sole determination as to whether the Products and Services have been successfully completed and is acceptable.
3. Invoices shall be submitted in triplicate, and shall identify costs charged. Invoices must be submitted monthly, in arrears, identifying;
 - a. Invoice Summary shall include
 - 1) Contract Number
 - 2) Invoice number
 - 3) Invoice date
 - 4) Grand Total of Charges on Invoice Summary
 - 5) Total Number of calls (listed by PSAP Name/account number)
 - 6) Call duration
 - 7) Total Cost of Call Minutes(price per interpretation minute)
 - 8) Total Cost per Call (price for each call)
 - b. Interpretation details (invoice for each PSAP) shall be attached to the invoice, in order by
 - 1) County number
 - 2) PSAP name and address
 - 3) PSAP Account number (assigned by the Contractor)
 - 4) Date, time and duration of each call
 - 5) Language for each call
 - 6) Interpreter identification for each call
 - 7) Cost of each call broken down by:
 - a) Price charged per interpretation minute
 - b) Price charged per each call
 - c) Total cost of call
 - 8) The interpretation detail attachment shall also include subtotal amounts of minutes and charges by PSAP
 - 9) Interpretation start for each call
4. Invoices shall be prepared at the end of every calendar month and delivered to the Technology Agency by the 10th day of the calendar month immediately following the month under invoice.
5. Invoices shall be due and payable, and payment shall be made, only after the State acceptance of hours worked and/or completion of each task under this Contract.

6. If a subcontractor is a California Certified Small Business and/or DVBE, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
7. The Contractor costs related to items such as travel and per diem are costs of the Contractor shall be inclusive of the discount Price per Minute/Price per Call rates stated on the Cost Worksheet, and **will not be paid separately** as part of the Contract.
8. Submit invoices with reference to the Contract number to:

State of California
California Technology Agency
Financial Management Branch – Accounting Office
P.O. Box 1810
Rancho Cordova, CA 95741
Contract # 12-8669

9. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
10. If funding for fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a Contract amendment to the Contractor to reflect the reduced amount.
11. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**EXHIBIT B-1
COST WORKSHEET**

The Contractor shall provide the State Foreign Language Emergency Interpretation Services for the State's Public Safety Answering Points (PSAPs) in accordance with Exhibit A, Statement of Work.

Cost shall be based on price per interpretation minute and price per call. Each call price is in addition to per minute cost. Only **one bid price is acceptable** and must be calculated on the per minute/per call charge for all languages. Pricing must be calculated for term of this agreement.

BID PRICE PER INTERPRETATION MINUTE IS*:

\$ 0.59

* Each additional minute after the first (1st) minute will be billed at per bid price per interpretation minute.

BID PRICE PER EACH CALL**:

\$ 0.00

**Each call price is in addition to the per minute cost

TOTAL COST FOR FIRST (1ST) MINUTE PER CALL IS:

\$ 0.59

Pricing

The pricing for the entire 9-1-1 Foreign Language Emergency Interpretation Service package will be charged at the bid rate for every minute of actual foreign language interpretation that is being provided. This charge will not include time in queues nor time used to determine the emergency caller's spoken language. Interpretation charges will be captured in one-second increments and must be billed to the exact second. Capture of the interpretation period starts when the interpreter answers and begins interpretation. The interpretation period is ended when the interpreter has been disconnected from both the PSAP call taker and the emergency caller.

EXHIBIT C
GENERAL TERMS AND CONDITIONS GTC 610

Are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

EXHIBIT D
CALIFORNIA TECHNOLOGY AGENCY
SPECIAL TERMS AND CONDITIONS TO SAFEGUARD FEDERAL TAX INFORMATION

Federal statute, regulations and guidelines require that all Contracts for services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for tax administration purposes include the provisions contained in this exhibit. (See 26 U.S.C. §6103(n); 26 C.F.R. §301.6103(n)-1(a)(2) and (d); Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 8-2010), Section 5.5 and Exhibit 7.)

The Contractor agrees to comply with 26 U.S.C. §6103(n); 26 C.F.R. §301.6103(n)-1; IRS Publication 1075 (Rev. 8-2010); and all applicable conditions and restrictions as may be prescribed by the IRS by regulation, published rules or procedures, or written communication to the Contractor. (See 26 C.F.R. §301.6103(n)-1(d); IRS Publication 1075 (Rev. 8-2010).)

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- (7) No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.²

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

² A 30 minute disclosure awareness training video produced by the IRS can be found at <http://www.irsvideos.gov/Governments/Safeguards/DisclosureAwarenessTrainingPub4711>

REFERENCES

26 U.S.C. §6103(n)

Pursuant to regulations prescribed by the Secretary, returns and return information may be disclosed to any person, including any person described in section 7513 (a), to the extent necessary in connection with the processing, storage, transmission, and reproduction of such returns and return information, the programming, maintenance, repair, testing, and procurement of equipment, and the providing of other services, for purposes of tax administration.

26 C.F.R. §301.6103(n)-1 Disclosure of returns and return information in connection with procurement of property and services for tax administration purposes.

(a) *General rule.* Pursuant to the provisions of section 6103(n) of the Internal Revenue Code and subject to the requirements of paragraphs (b), (c), and (d) of this section, officers or employees of the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, are authorized to disclose returns and return information (as defined in section 6103(b)) to any person (including, in the case of the Treasury Department, any person described in section 7513(a)), or to an officer or employee of such person, to the extent necessary in connection with contractual procurement of

(1) Equipment or other property, or

(2) Services relating to the processing, storage, transmission, or reproduction of such returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for purposes of tax administration (as defined in section 6103(b)(4)).

No person, or officer or employee of such person, to whom a return or return information is disclosed by an officer or employee of the Treasury Department, the State tax agency, the Social Security Administration, or the Department of Justice, under the authority of this paragraph shall in turn disclose such return or return information for any purpose other than as described in this paragraph, and no such further disclosure for any such described purpose shall be made by such person, officer, or employee to anyone, other than another officer or employee of such person whose duties or responsibilities require such disclosure for a purpose described in this paragraph, without written approval by the Internal Revenue Service.

(b) *Limitations.* For purposes of paragraph (a) of this section, disclosure of returns or return information in connection with contractual procurement of property or services described in such paragraph will be treated as necessary only if such procurement or the performance of such services cannot otherwise be reasonably, properly, or economically carried out or performed without such disclosure.

Thus, for example, disclosures of returns or return information to employees of a Contractor for purposes of programming, maintaining, repairing, or testing computer equipment used by the Internal Revenue Service or a State tax agency should be made only if such services cannot be reasonably, properly, or economically performed by use of information or other data in a form which does not identify a particular taxpayer. If, however, disclosure of returns or return information is in fact necessary in order for such employees to reasonably, properly, or economically perform the computer related services, such disclosures should be restricted to returns or return information selected or appearing at random. Further, for purposes of paragraph (a), disclosure of returns or return information in connection with the contractual procurement of property or services described in such paragraph should be made only to the extent necessary to reasonably, properly, or economically conduct such procurement activity. Thus, for example, if an activity described in paragraph (a) can be reasonably, properly, and economically conducted by disclosure of only parts or portions of a return or if deletion of taxpayer identity information (as defined in section 6103(b)(6) of the Code) reflected on a return would not seriously impair the ability of the Contractor or his officers or employees to conduct the activity, then only such parts or portions of the return, or only the return with taxpayer identity information deleted, should be disclosed.

- (c) *Notification requirements.* Persons to whom returns or return information is or may be disclosed as authorized by paragraph (a) of this section shall provide written notice to their officers or employees
- (1) That returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized by paragraph (a) of this section;
 - (2) That further inspection of any returns or return information for a purpose or to an extent unauthorized by paragraph (a) of this section constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution;
 - (3) That further disclosure of any returns or return information for a purpose or to an extent unauthorized by paragraph (a) of this section constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution;
 - (4) That any such unauthorized further inspection or disclosure of returns or return information may also result in an award of civil damages against any person who is not an officer or employee of the United States in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure or the sum of actual damages sustained by the plaintiff as a result of such unauthorized disclosure or inspection as well as an award of costs and reasonable attorneys fees; and
 - (5) If such person is an officer or employee of the United States, a conviction for an offense referenced in paragraph (c)(2) or (c)(3) of this section shall result in dismissal from office or discharge from employment.

(d) *Safeguards.* Any person to whom a return or return information is disclosed as authorized by paragraph (a) of this section shall comply with all applicable conditions and requirements which may be prescribed by the Internal Revenue Service for the purposes of protecting the confidentiality of returns and return information and preventing disclosures of returns or return information in a manner unauthorized by paragraph (a). The terms of any Contract between the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, and a person pursuant to which a return or return information is or may be disclosed for a purpose described in paragraph (a) shall provide, or shall be amended to provide, that such person, and officers and employees of the person, shall comply with all such applicable conditions and restrictions as may be prescribed by the Service by regulation, published rules or procedures, or written communication to such person. If the Service determines that any person, or an officer or employee of any such person, to whom returns or return information has been disclosed as provided in paragraph (a) has failed to, or does not, satisfy such prescribed conditions or requirements, the Service may take such actions as are deemed necessary to ensure that such conditions or requirements are or will be satisfied, including—

- (1) Suspension or termination of any duty or obligation arising under a Contract with the Treasury Department referred to in this paragraph or suspension of disclosures by the Treasury Department otherwise authorized by paragraph (a) of this section, or
- (2) Suspension of further disclosures of returns or return information by the Service to the State tax agency, or to the Department of Justice, until the Service determines that such conditions and requirements have been or will be satisfied.

(e) *Definitions.* For purposes of this section—

- (1) The term *Treasury Department* includes the Internal Revenue Service and the Office of the Chief Counsel for the Internal Revenue Service;
- (2) The term *State tax agency* means an agency, body, or commission described in section 6103(d) of the Code; and
- (3) The term *Department of Justice* includes offices of the United States Attorneys.

IRS Publication 1075 (Rev. 8-2010) Section 5.5 Control over Processing

Processing of FTI, in an electronic media format, including removable media, microfilms, photo impressions, or other formats (including tape reformatting or reproduction or conversion to punch cards, digital images or hard copy printout) will be performed pursuant to one of the following procedures:

5.5.1 Agency Owned and Operated Facility

Processing under this method will take place in a manner that will protect the confidentiality of the information on the electronic media. All safeguards outlined in this publication also must be followed and will be subject to IRS safeguard reviews.

5.5.2 Contractor or Agency Shared Facility – Consolidated Data Centers

Recipients of FTI are allowed to use a shared facility but only in a manner that does not allow access to FTI by employees, agents, representatives or Contractors of other agencies using the shared facility.

Note: For purposes of applying sections 6103(l), (m) and (n), the term "agent" includes Contractors. Access restrictions pursuant to the IRC authority by which the FTI is received continue to apply. For example, since human services agencies administering benefit eligibility programs may not allow Contractor access to any FTI received, their data within the consolidated data center may not be accessed by any Contractor of the data center.

The requirements in Exhibit 7, Contract Language for General Services, must be included in the Contract in accordance with IRC Section 6103(n).

The Contractor or agency-shared computer facility is also subject to IRS safeguard reviews.

Note: The above rules also apply to releasing electronic media to a private Contractor or other agency office even if the purpose is merely to erase the old media for reuse.

Agencies utilizing consolidated data centers must implement appropriate controls to ensure the protection of FTI, including a service level agreement (SLA) between the agency authorized to receive FTI and the consolidated data center. The SLA should cover the following:

1. The consolidated data center is considered to be a "Contractor" of the agency receiving FTI. The agency receiving FTI – whether it is a state revenue, workforce, child support enforcement or human services agency – is responsible for ensuring the protection of all FTI received. However, as the "Contractor" for the agency receiving FTI, the consolidated data center shares responsibility for safeguarding FTI as well.
2. Provide written notification to the consolidated data center management that they are bound by the provisions of Publication 1075, relative to protecting all federal tax information within their possession or control. The SLA should also include details concerning the consolidated data center's responsibilities during a safeguard review and support required to resolve identified findings.
3. The agency will conduct an internal inspection of the consolidated data center every eighteen months (see section 6.3). Multiple agencies sharing a consolidated data center may partner together to conduct a single, comprehensive internal inspection. However, care should be taken to ensure agency representatives do not gain unauthorized access to other agency's FTI during the internal inspection.
4. The employees from the consolidated data center with access to FTI, including system administrators and programmers, must receive disclosure awareness training prior to access to FTI and annually thereafter and sign a confidentiality statement. This provision also extends to any Contractors hired by the consolidated data center that has access to FTI.

5. The specific data breach incident reporting procedures for all consolidated data center employees and Contractors. The required disclosure awareness training must include a review of these procedures.
6. The Exhibit 7 language must be included in the Contract between the recipient agency and the consolidated data center, including all Contracts involving Contractors hired by the consolidated data center.
7. Identify responsibilities for coordination of the 45-day notification of the use of Contractors or sub-contractors with access to FTI.

Note: Generally, consolidated data centers are either operated by a separate state agency (example: Department of Information Services) or by a private Contractor. If an agency is considering transitioning to either a state owned or private vendor consolidated data center, the Office of Safeguards strongly suggests the agency submit a request for discussions with Safeguards as early as possible in the decision-making or implementation planning process. The purpose of these discussions is to ensure the agency remains in compliance with safeguarding requirements during the transition to the consolidated data center.

26 U.S.C. §7213. Unauthorized disclosure of information

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), or (20) or (m)(2), (4), (5), (6), or (7) of section 6103.

Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

26 U.S.C. §7213A. Unauthorized inspection of returns or return information

(a) Prohibitions

(1) Federal employees and other persons
It shall be unlawful for—

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213 (a)(2) or under section 6104 (c).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103 (b).

26 U.S.C. §7431. Civil damages for unauthorized inspection or disclosure of returns and return information

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure -

- (1)** which results from a good faith, but erroneous, interpretation of section [6103](#), or
- (2)** which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of -

(1) the greater of -

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of -

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section [7430\(c\)\(4\)\(A\)\(ii\)](#), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section [7430\(c\)\(4\)](#)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of -

(1) paragraph (1) or (2) of section [7213\(a\)](#),

(2) section [7213A\(a\)](#), or

(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.



Secretary of State Administration Elections **Business Programs** Political Reform Archives Registries

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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 28, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	LANGUAGE LINE SERVICES, INC.
Entity Number:	C2370236
Date Filed:	12/24/2001
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	ONE LOWER RAGSDALE DR BLDG 2
Entity City, State, Zip:	MONTEREY CA 93940
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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**INVITATION FOR BID
Notice to Prospective Bidders**

**FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES
IFB 12-131167 RE-BID 1**

February 15, 2013

You are invited to review and respond to this Invitation for Bid (IFB), entitled Foreign Language Emergency Interpretation Services. This solicitation is a re-bid of IFB 12-131167 Foreign Language Emergency Interpretation Services, for the State to secure a responsive responsible bid. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/Standard +Language](http://www.ols.dgs.ca.gov/Standard+Language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Technology Agency (Technology Agency) this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Anthony Lucas
California Technology Agency
(916) 431-5069
Anthony.lucas@state.ca.gov

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Anthony Lucas
Contract Administrator

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A) Purpose and Description of Services

- 1) The State of California, Technology Agency, Public Safety Communications Office (PSCO), California 9-1-1 Emergency Communications Division (CA 9-1-1 Division) hereafter referred to as the State, is seeking one (1) Contractor to provide statewide Foreign Language Emergency Interpretation Services to be offered for the exclusive use of all of California's (CA) "Public Safety Answering Points" (PSAPs) participating in the State's 9-1-1 Emergency Telephone System Program. Under this IFB, the State intends to establish one (1) State Contract that PSAPs may use as a procurement vehicle for Foreign Language Emergency Interpretation Services. Some PSAPs may choose to use other procurement vehicles, besides the State Contract, for foreign language interpretation services.

In accordance with the Warren-911-Emergency Service Act¹ California (CA) Government Code Section 53100(b), a single, primary three-digit emergency number "911" was established through which emergency services could be quickly and efficiently obtained. Additionally, California Government Code Section 53112 states "...At those '911' public safety answering points serving an area where 5 percent or more of the population, in accordance with the latest United States census information, speak a specific primary language other than English, operators who speak each such other language, in addition to English, shall be on duty or available through interagency telephone conference procedures at all times for '911' emergency services."

The Proposed Services will provide accurate and timely foreign language emergency services for State and local government PSAPs call takers who receive emergency calls on 9-1-1 telephone lines from emergency callers who speak a language other than English. This Contract will provide a procurement vehicle for PSAPs to meet the Warren-911-Emergency Service Act requirements either directly or by way of a conference call where the PSAP 9-1-1 call taker stays on the line throughout the entire 9-1-1 call.

In 2012² there were 370,634³ 9-1-1 calls from non-English speakers who used interpreter services in 96 different languages. These calls require immediate connection to an interpreter.

Proposed Services include Interpreter Operational Requirements, Monthly Reports, Web-site portals, and established metrics that will be reviewed on a monthly basis with applicable penalties applied if/when requirements/metrics have not been met by the Contractor.

- 2) Any Agreement resulting from this IFB shall be for a three (3) year period beginning on June 1, 2013 or upon final approval by the Department of General Services (DGS), Office of Legal Services (OLS), whichever is later through May 31, 2016.

¹ Warren-911-Emergency Assistance Act, California Government Code Sections 53100-53120 (2010)

² IFB 12-131167, Appendix 1, Exhibit A-1, Combined Foreign Language Interpretation Statistics

³ The call statistic reflect the total of the self-reported 2012 calendar year call data received from two (2) vendors the CA 9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services."

B) Bidder Minimum Requirements

The successful Bidder must be available to provide all requirements and services, as outlined in this IFB and Exhibit A, Statement of Work (SOW). Bidders must meet the following minimum requirements:

- 1) Possess not less than two (2) years of experience in providing foreign language emergency interpretation services by telephone on a 24 hour per day, seven (7) day per week, fifty-two (52) weeks per year basis.
- 2) Currently is or has handled, at a minimum, an average of 140,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "a 9-1-1 call related to a request for emergency services that requires immediate connection to an interpreter." The minimum average is based upon Exhibit A-1C, 2011 California Public Safety Answering Points Foreign Language Emergency Interpretation Statistics that reflects the California PSAPs actual 2011 usage of foreign language emergency interpretation services.

C) Bidder Business Requirements

Bidders must also meet all the business requirements in Attachment 1, Business Requirements. Bidders must enter a response directly underneath the business requirement and include the attachment in their bid response. This attachment will be incorporated into the Contract.

D) Bidder Administrative Requirements

Bidders must meet and accept all of the administrative requirements of this IFB. Bidders must complete Attachment 2, Administrative Requirements Acceptance confirming agreement with each requirement, sign and include the attachment in their bid response.

E) Bid Requirements and Information

1) Key Action Dates

Key Action Dates lists important dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this IFB with the exception of dates listed after the Bidder's Submission of bid responses. Dates listed after the Bidder's Submission of Bid Responses are estimated and may be adjusted without addendum to this IFB. All times listed are for Pacific Time (PT).

EVENT	DATE	TIME
State Release of IFB	February 15, 2013	
Bidder's Last Day to Submit Intent to Bid Letter and Confidentiality Statement	February 22, 2013	3:00 pm
Bidder's Conference	February 25, 2013	1:00 pm
State Release of Addendum 1	February 26, 2013	
Bidder's Last Day to Submit Questions	February 27, 2013	3:00 pm
State Release of Addendum 2 and Question and Answer Set #1	March 7, 2013	
State Release of Addendum 3 and Question and Answer Set #2	March 12, 2013	
Bidder's Submission of Bid Responses**	March 19, 2013	2:00 pm
Bidder's Reference Verification	March 25-27, 2013	7:00 am-3:30 pm
State IFB Public Cost Opening**	April 2, 2013	10:00 am
State Notification of Intent to Award**	April 3, 2013	
Bidder's Last Day to Protest Award**	April 10, 2013	5:00 pm
State Proposed Contract Execution Date**	June 1, 2013	

** All dates after Submission of Bid Responses are tentative and are subject to change.

2) Intent to Bid Letter

Bidders that want to participate in the IFB steps must submit a notification of intention to bid on this procurement, Attachment 3, Intent to Bid Letter to receive additional information. The letter must identify the contact person for the solicitation process, plus include an email address and a phone and fax number. The State will notify only one (1) contact person per Bidder.

It shall be the Bidder's responsibility to immediately notify the Procurement Contact Person identified on the cover page of this IFB, in writing, regarding any changes to the Bidder's contact information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person. The letter is to also identify the Bidder's intention related to contract language.

3) Confidentiality

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems, each Bidder is required to sign Attachment 4, Confidentiality Statement, and submit it to the Procurement Contact Person identified on the cover page of this IFB along with the signed Intent to Bid Letter, by the date specified in Key Action Dates.

Emailed copies are acceptable when submitting Intent to Bid Letter and Confidentiality Statement to the Procurement Contact identified on the cover page of this IFB; however, the original signed (not stamped or electronic) documents must be included in the bid response.

4) Optional Pre-Bid Conference

a) An optional pre-bid conference is scheduled for February 25, 2013 at 1 p.m. for the purpose of discussing administrative requirements regarding this IFB. Bidders

and/or their representative(s) planning to attend the conference must provide their names prior to conference in order to be placed on the Visitor's Log. Please contact the Department Contact no later than one (1) day prior to conference time to attend the pre-bid conference. The conference will be held at 10860 Gold Center Drive, Rancho Cordova, CA 95670. All visitors' must check in with the Security Desk located in Suite 200. The Department Contact will escort all visitors' to the conference room.

- b) In the event a potential prime Contractor is unable to attend the pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign-in for one company. Subcontractors may not represent a potential prime Contractor at a pre-bid conference.
- c) For Contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-bid conference. The Contractor must call Anthony Lucas at (916) 431-5069 no later than the fifth working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

5) Questions and Clarification

- a) Every attempt has been made to produce complete specifications for this service. Should the Bidder discover any ambiguity, conflict, omission or other error in the IFB, or have any questions concerning interpretation or clarification, the Bidder shall immediately notify the State of such in writing and request clarification or modification of the document. All questions or concerns regarding this IFB must be sent in writing by mail or electronically to the contact person listed on page one of this IFB or submitted through Bid Sync. All questions must be received on or before the date indicated in Section E.1., Key Action Dates. Include the Bidder's name, the business name, phone number, and this IFB name and number.
- b) All questions will be answered in writing and posted to Bid Sync as a Question and Answer Set. The Question and Answer Set will state each question, but not the source of the question, along with the State's response. The addendum will become part of the IFB. Only written responses shall be considered binding. Bidders should rely on written, rather than verbal, responses from the State. The State reserves the right to cancel or modify this IFB, in whole or in part.
- c) An error in the bid response may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain immaterial corrections, including obvious clerical errors.

6) Submission of Bid

- a) Bidders must submit one (1) original, three (3) copies, and one (1) soft copy on a CD/DVD ROM or flash drive of the bid. All documents in the original bid requiring a signature must bear an original signature (not stamped or electronic) of a person authorized to bind the bidding firm contractually.
- b) All pages must be on standard 8.5" x 11" paper and be numbered (i.e. Page 1) (not shiny/glossy paper), except charts, diagrams, or spreadsheets which may be provided as foldouts. If foldouts are provided, the folded size must fit within the 8.5" x 11" format.
- c) A cover letter, Attachment 3, Intent to Bid Letter and Attachment 4, Confidentiality Statement must be submitted with an original signature (not stamped or electronic) of the individual who is authorized to bind the bidding firm. The signature block must indicate the title or position that the individual holds in the firm. An unsigned original signature (not stamped or electronic) bid response will be rejected.
- d) All bids shall include the documents identified in Section G, Additional Required Attachments (Mandatory). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- e) All bids must be submitted under **sealed** envelope and sent to the Technology Agency by dates and times shown in Section E.1., Key Action Dates. The sealed envelopes must be plainly marked with the IFB number and title, must show the Bidder's firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**CALIFORNIA TECHNOLOGY AGENCY
MAIL STOP Y-18
P.O. BOX 1810
RANCHO CORDOVA, CA 95741**

**“DO NOT OPEN”
IFB 12-131167 RE-BID 1
FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES**

- f) The completely filled out Appendix A, Exhibit B-1, Cost Worksheet must be under a **separate** sealed envelope marked “Cost Bid - DO NOT OPEN” and inserted with the original bid response.
- g) Bids not submitted under sealed envelope will be rejected.
- h) Mail or deliver bids to the following address:

Parcel Post (FedEx, UPS)	Hand Delivery	U. S. Postal Service
California Technology Agency Attn: Anthony Lucas 10860 Gold Center Drive, Suite 105 – Mail Room Rancho Cordova, CA 95670	California Technology Agency Attn: Anthony Lucas 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	California Technology Agency Attn: Anthony Lucas Mail Stop Y18 P.O. Box 1810 Rancho Cordova, CA 95741

Note: For hand deliveries, deliver bid package to the Security Desk. Please inform them you are dropping off a bid response.

- i) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- j) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- l) A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- m) A Bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- n) The State may modify the IFB prior to the date for Bidder's Submission of Bid Response included in Section E.1., Key Action Dates, by the issuance of an addendum to all parties who received a bid response.

- o) The State reserves the right to reject all bids. The State is not required to award an agreement.
 - p) Before submitting a response to this solicitation, Bidders should carefully review, correct all errors and confirm compliance with the IFB requirements.
 - q) Where applicable, Bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - r) The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
 - s) No oral understanding or agreement shall be binding on either party.
- 7) Public Cost Opening
- a) The Public Cost Opening provides an opportunity for the State to present the preliminary bid evaluation results including: pass/fail of administrative and business requirements and the public opening of qualified cost bids. Bids that are determined to have material deviations will be considered non-responsive and will not have their sealed cost bids opened at the Cost Opening.
 - b) The Cost Opening is scheduled for April 2, 2013 at 10 a.m. for the purpose of announcing the "Total Cost" from each responsive Bidder's Exhibit B-1, Cost Worksheet.
 - c) The Technology Agency is a secured facility, requiring pre-authorization and a picture ID to gain access. All Bidders planning to attend the public cost opening must contact Anthony Lucas at (916) 431-5069 no later than one (1) working day prior to the scheduled date and time of the Cost Opening and provide your name and the name of the company you represent. Bidders who fail to contact the State in advance may not be permitted to attend the Cost Opening.
 - d) On the day of the Cost Opening, please allow at least 15 minutes to process through Security upon your arrival. The Cost Opening will begin promptly at 10:00 a.m.
- 8) Evaluation and Selection
- a) All bids received by the date and time specified in Section E.1., Key Action Dates, shall be opened and acknowledged as having been received at that time.
 - b) The State will check each bid in detail to determine its compliance to the IFB requirements. If a bid fails to meet an IFB requirement, the State will determine if the deviation is material. A material deviation will be cause for rejection of the bid. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the bid will be processed as if no deviation had occurred.

- c) Bids which do not meet all of the Mandatory requirements specified in the IFB will be considered non-responsive and will be rejected. Requirements identified as mandatory are the minimum necessary to satisfy the requirements of the IFB. Answering "No" to any mandatory requirements or functions shall be considered a material deviation and shall cause the bid response to be rejected as non-responsive. A blank in any field associated with a requirement constitutes a "No" response.
 - d) The responsive bids will be evaluated and scored according to the following criteria: Pass/Fail for Administrative Requirements; Pass/Fail for Business Requirements; and Pass/Fail for Bidder Customer References. Only cost worksheets of qualified bids will be opened at the Public Cost Opening, where an Award if made, will be to the lowest responsive responsible Bidder.
 - e) After the Public Cost Opening, the required cost worksheet will be checked for mathematical accuracy and any preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be applied. The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete cost worksheet of the Original Copy. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.
 - f) During the evaluation of bids, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their bid.
 - g) Should the apparent lowest Bidder's submission be found to be nonresponsive to any of the mandatory requirements, the State will then proceed with the evaluation of the next lowest bid. This process will continue until the State has identified the responsive and responsible Bidder who submitted the lowest net cost to the State.
 - h) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Bidder, may be rejected.
- 9) Award and Protest
- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
 - b) The notification of intent to award shall be sent to all participating Bidders and posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
 - c) If any Bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Technology Agency on the grounds that the (protesting) Bidder is the lowest responsive responsible Bidder, the

agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- d) Within five (5) days after filing the initial protest, the protesting Bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

10) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the California Technology Agency, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et. Seq.) and subject to review by the public unless it's deemed proprietary trade secret information. This confidential information must be clearly marked and identified as such on each page of the response on which it appears. Simply marking the entire response as confidential will NOT suffice. If a Public Records Act request is received, the marked information will be independently assessed by the California Technology Agency as to whether or not the information is indeed exempt. If deemed non-exempt, the respondent will be notified of our intention to disclose it, giving the respondent an opportunity to intervene.

11) Agreement Execution and Performance

- a) Performance shall start no later than 180 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another Contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

F) Preference Programs

1) Small Business Preference

Sections 14835, et seq. of the Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business or Bidders who qualify as a non-small business claiming at least twenty-five percent (25%) California certified small business Subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are in California Code of Regulations, Title 2, Sections 1896, et seq. Small business nonprofit veteran service agency (SB/NVSA) prime Bidders that are California small business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the five percent (5%) small business preference. More information regarding the small business preference may be found at the following website: <http://www.dgs.ca.gov/pd/Programs/OSDS>

Bidders claiming the small business preference must state this information on the Bidder Declaration form (GSPD-05-105), which is the same form to complete for the DVBE Program Requirement. A link to access this form is included in Attachment 7, DVBE Program Requirements.

The Bidder awarded the Contract is contractually obligated to use the Subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. (2 CCR § 1896.10.)

Certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS for any information or questions concerning certification.

2) Target Area Contract Preference Act (TACPA)

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of \$100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim TACPA shall complete Std. Form 830, Target Area Contract Preference Act, Preference request for Goods and Services, and submit it with their bid response. Refer to the following link to obtain the appropriate form: www.documents.dgs.ca.gov/osp/pdf/std830.pdf

3) Enterprise Zone Act (EZA)

Government Code section 7080, et. seq., provides that California based companies may be granted preferences when submitting Bids on State agreements in excess of \$100,000 for goods and services (excluding construction agreements), if the business site is located within designated "Enterprise Zones" (see Std. Form 831, Enterprise Zone Act Preference (EZA) Request for Goods and Services Solicitation). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their bid response. Bidders proposing to perform the Contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following link to obtain the appropriate form: www.documents.dgs.ca.gov/osp/pdf/std831.pdf

A Bidder that has claimed an EZA preference, and is awarded the Contract based on such preference(s), will be obligated to perform the Contract in accordance with the Act. Bidders desiring to claim this preference must submit a fully executed copy of appropriate forms with their bid response.

4) Local Agency Military Base Recovery Area (LAMBRA) Act

The LAMBRA bidding preference, for which you may qualify, is used for Bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting Contract (Government Code, section 7118 et. seq., and California Code of Regulations, Title 2, Section 1896, 100 et. seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832, Local Agency Military

Base Recovery Area Act for Goods and Services Solicitations, with their bid response. Refer to the following link to obtain the appropriate form:
www.documents.dgs.ca.gov/osp/pdf/std832.pdf

G) Additional Required Attachments (Mandatory)

1) Bid Submission Checklist (M)

Bidder must submit a completed Attachment 5, Bid Submission Checklist with their bid response.

2) Bidder Cover Letter (M)

Bidder must include a cover letter signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state that the individual is so authorized and must identify the title or position that the individual holds in the Bidder's firm. An unsigned original signature (not stamped or electronic) cover letter will cause their bid response to be rejected.

The Cover Letter must contain the following information:

- a. Original Signature of an individual authorized (not stamped or electronic) to bind the firm contractually, identifies the signer's title and stipulates the signature authority.
- b. Statement that the bid response is the Bidder's binding offer, good for 180 calendar days from Bidder's Submission of Bid Responses, as noted in Section E.1., Key Action Dates.
- c. Statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the Contract for all services and provide all deliverables as described in this IFB.
- d. Statement accepting full Prime Contractor responsibility for coordinating, controlling, and delivering all aspects of the Contract and any Subcontractors on their team.
- e. Statement indicating that the Bidder agrees to all the terms and conditions of this IFB, if awarded the Agreement resulting from this IFB.

3) Bidder Customer References (M)

The Bidder must provide a minimum of three (3) references from Bidder's customers external to the Bidder's organization that have received services similar to the requirements types of services performed within the last five (5) years. Bidders must submit references on Attachment 6, Customer Reference Form with their bid response.

4) Disabled Veterans Business Enterprise (DVBE) Program Requirements and Incentive (M)

DVBE PARTICIPATION IS MANDATORY FOR THIS IFB, FAILURE TO COMPLY WILL DEEM A BID NON-RESPONSIVE.

An explanation of the DVBE requirements can be found at
http://www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEIncentiveRequireGoodIT11_1215.pdf.

The DVBE incentive will be applied pursuant to CCR, Title 2, §§ 1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive bids from responsible Bidders providing at least three percent (3%) DVBE participation. The incentive amount is based on a scale under which Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table below. The minimum incentive amount for this IFB is three percent (3%), with a maximum incentive amount of five percent (5%).

Bidder must submit a completed, Bidder Declaration (GSPD-05-105) with their bid response. A link to access this form is included in Attachment 7, DVBE Program Requirements.

Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5%
4% up to 4.99%	4%
3% up to 3.99%	3%

The incentive will be applied by reducing the bid price by the amount of incentive as computed from the lowest responsive bid submitted by a responsible Bidder. The computation is for evaluation purposes only.

Application of the incentive shall not displace an award to a small business with a non-small business. If the lowest responsive bid is from a responsible California certified small business, the only Bidders eligible for the incentive will be California certified small businesses.

THE INCENTIVE ADJUSTMENT CANNOT EXCEED FIVE PERCENT (5%) OR \$100,000, WHICHEVER IS LESS, OF THE LOWEST RESPONSIVE BID PRICE FROM A RESPONSIBLE BIDDER.

5) Commercially Useful Function (CUF) (M)

All Bidders and Subcontractors identified in the bid response to fulfill the requirements for one or more of the socio-economic programs (e.g., DVBE, small business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code Section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders must complete and submit as part of their bid response, Attachment 8, Commercially Useful Function Certification. Bidder(s) may be required to submit additional written clarifying information regarding CUF. **Failure to submit the requested written information as specified may be grounds for bid rejection.**

6) Insurance Requirements (M)

a) Workers' Compensation

The Bidder shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory evidence thereof at the time the State may so request.

Bidders shall provide evidence of Worker's Compensation insurance and required to sign Attachment 9, Workers' Compensation Insurance Certification, and submit with their bid response.

b) Commercial General Liability

The Bidder shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the Bidder's limit of liability. The Bidder shall agree to furnish the State satisfactory evidence thereof at any time the State may so request.

7) Payee Data Record (STD 204) (M)

Bidders must complete and sign Attachment 10, Payee Data Record (STD. 204), and submit with their bid response. Refer to the following link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>.

8) Contractor's Certification Clauses (CCC) (M)

Bidders must complete and sign page 1 of Attachment 11, Contractor's Certification Clauses (CCC 307), and submit with their bid response. Refer to the following link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

9) Darfur Contracting Act (M)

Bidder must complete and sign Attachment 12, Darfur Contracting Act Certification and submit with their bid response.

10) Iran Contracting Act (M)

Bidder must complete and sign Attachment 13, Iran Contracting Act and submit with their bid response.

11) Certification with the California Secretary of State (M)

If the Prime Bidder is a Corporation, Limited Liability Company (LLC), Limited Liability Partnership (LLP) or Limited Partnership (LP), they must be certified with the California Secretary of State's Office (SOS) to do business in the State of California and shall provide evidence with their bid response.

If the Bidder does not currently have this certification, the firm must be certified before Agreement award can be made, and must provide proof from the California SOS in their bid response to support the status of its application to be certified to do business in the State of California.

Both domestic and foreign (those headquartered outside of California) Corporations, LLCs, LLPs and LPs must be in good standing in order to be qualified to do business in California.

If the Prime Bidder is not one of the above mentioned, they must provide a business license from the city/county in which the company is headquartered. A Prime Bidder outside the State of California, must provide a copy of their business license paper from the respective state showing that the company is in good standing in that State.

12) Primary Bidder (M)

The award, if made, will be to a single Bidder. The selected primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this Bid. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting contract.

13) Subcontractors (M)

Any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, and which is expected to receive more than ten percent (10%) of the value of the contract, must also meet all Administrative and Business Requirements of the IFB, as applicable, and must be approved, in advance, by the State.

H) Sample Standard Agreement (STD 213)

Appendix A is a sample standard agreement including all of the following exhibits to this IFB:

- Standard Agreement (STD 213)
- Exhibit A: Statement of Work
- Exhibit A-1: Combined Foreign Language Interpretation Statistics, 2012
- Exhibit A-1A: Can Talk Foreign Language Interpretation Statistics, 2012
- Exhibit A-1B: Other Vendors Foreign Language Interpretation Statistics, 2012
- Exhibit A-2: Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement
- Exhibit B: Budget Detail and Payment Provisions
- Exhibit B-1: Cost Worksheet
- Exhibit C: General Terms and Conditions GTC 610
- Exhibit D: Special Terms and Conditions
- Exhibit E: IFB 12-131167 Re-bid 1
- Exhibit F: Contractor's Bid Response

ATTACHMENT 1: BUSINESS REQUIREMENTS

A. INTRODUCTION

This section contains the detailed business and functional requirements pertaining to proposed services, as described in the Bidder's Instructions Section A, Purpose and Description of Services. In addition, this section addresses the Foreign Language Emergency Interpretation Services required for IFB 12-131167 Re-bid 1. Bidder's response to this section will be incorporated into the Contract.

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this IFB.

Bidders must meet and adhere to all of the requirements included in the Business Requirements of this IFB. **All requirements listed with a Mandatory (M) are scored as pass/fail.** A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Answering "No" to any of these Mandatory (M) requirements will result in a bid being deemed non-responsive and, therefore, will be disqualified.

B. RESPONSE TO REQUIREMENTS (M)

1. **MEETS REQUIREMENTS:** Bidders must initial in either a "Yes" or a "No" indicating their ability to meet each of the requirements. All mandatory requirements must indicate "Yes" in the bid response to be responsive. **(M)**
2. **RESPONSE:** Bidders must enter a response directly underneath the Business Requirement that provide evidence of their ability to meet each requirement to which they respond "Yes.". Bidder's response cannot reference a response to a previous requirement; each response shall be complete and independent of each other. **(M)**

NOTE TO BIDDER:

Use the State's format as provided in this section. **THIS FORM CAN BE MANIPULATED.**

Upon IFB response opening, all documents submitted in response to this IFB will become the property of the California Technology Agency, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et. Seq.) and subject to review by the public unless it's deemed proprietary trade secret information. This confidential information must be clearly marked and identified as such on each page of the response on which it appears. Simply marking the entire response as confidential will NOT suffice. If a Public Records Act request is received, the marked information will be independently assessed by the California Technology Agency as to whether or not the information is indeed exempt. If deemed non-exempt, the respondent will be notified of our intention to disclose it, giving the respondent an opportunity to intervene.

BUSINESS REQUIREMENTS

1. The Bidder shall provide documentation that Bidder possess not less than two (2) years of experience in providing foreign language emergency interpretation services by telephone on a 24 hour per day, seven (7) day per week, fifty-two (52) weeks per year basis. Documentation shall include a narrative that demonstrates and certifies that the Bidder meets this requirement. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

2. The Bidder shall provide documentation that shows Bidder currently is or has handled, at a minimum, an average of 140,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "a 9-1-1 call related to a request for emergency services that requires immediate connection to an interpreter." Documentation shall include statistics within the last 12 months that include: the total number of the call volume in minutes, total average of call volume minutes, and a breakdown by customer name, identifying if the customer is a local government (city, county, etc.), state department or federal agency, total number of calls and total average of calls, total number of call minutes and total average of call minutes. As well as including a grand total of each column should meet the 129,000 minutes per month. Bidders shall use the Attachment 1-A, DOCUMENTATION TO SUPPORT THE BIDDER'S MINIMUM REQUIREMENTS FOR CALL VOLUME to include the required statistical information. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

3. Bidder shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of this Contract. The Bidder shall work with the State to implement any changes within six (6) months of the regulation effective date at no cost to the State and no increase in rates.

The Bidder shall make any changes necessary to provide foreign language emergency interpretation services as industry requirements change. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

4. The Bidder shall require, as a condition of employment, for all interpreters that provide interpreter services for this Contract to sign and agree to uphold specified professional and ethical standards. The signed document shall include, at a minimum, the information contained in Appendix A, Exhibit A-2, Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement. The Bidder shall provide a copy of their form that will be used to fulfill this requirement. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

5. The Bidder shall provide a narrative on how Bidder can provide the required services for Foreign Language Emergency Interpretation Services. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

6. The Bidder shall provide a narrative explaining the telephone terminal equipment that will be used to meet the following criteria: **(M)**
- a. Visual signaling for incoming calls
 - b. Audible signaling for incoming calls
 - c. Expansion capabilities to add additional lines

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

7. The Bidder shall provide a diagram and narrative detailing their telephone system and highlighting diversity and redundancy features. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

8. The Bidder shall provide an organizational chart accompanied by a narrative describing the Bidder's management operations. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

9. The Bidder shall provide a narrative describing the recruitment and training procedures for language interpretation personnel. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

10. The Bidder shall include a narrative of the language certification processes used to insure only qualified interpreters will be used on this contract. This shall include thorough recruitment and training procedures that must be in place to ensure the highest level of service from the contractor's interpretation personnel. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

11. The Bidder shall provide a plan on how Bidder will restore language Interpretation services in the event of a disaster. The disaster response plan will address various points of failure and multiple restoration contingencies. (M)

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

12. The Bidder shall provide a narrative on a high speed emergency notification system to be used for crisis communications. This system must be capable of efficiently sending notifications via phone and/or e-mail to over 500 contacts/locations prior to, during and after a crisis or emergency, 24 hours per day, 7 days a week, 365 days per year. (M)

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

13. The Bidder shall provide a narrative on how the Bidder will provide training and/or participate in quarterly county coordinator meetings or quarterly or annual conferences, as requested by the State, to discuss the services provided by the Bidder and answer questions from the State and/or PSAP staff. Participation in meetings will be at the Contractor's expense. (M)

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

14. The Bidder shall provide a narrative on how the Bidder will provide accurate and timely foreign language emergency interpretation services for the State and local government PSAPs call takers who receive emergency calls on 9-1-1 and other designated emergency telephone lines from emergency callers who speak a language other than English. (M)

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

15. The Bidder shall provide a narrative on how Bidder will determine the emergency caller's spoken language and how the Bidder will connect the emergency call with the appropriate interpreter. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

16. By signing this Bid, Bidder shall agree that in the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller's language being identified, **the State shall not be charged** for any interpretation services provided for the duration of the call. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

17. By signing this Bid, Bidder shall agree that interpretation services for all other languages that do not begin within 120 seconds of the emergency caller's language being identified are subject to the same penalty (as stated above on #16). **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

18. By signing this Bid, Bidder shall agree for each event an interpretation service request for any of the 96 non-English languages (listed in Exhibit A-1, Combined Foreign Language Interpretation Statistics) results in a customer being told *no interpreter is available or foreign language is not available, the Contractor shall be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for that month in which the no interpreter available or foreign language event occurs. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the State's discretion **(M)**

Example: Penalty (deducted from applicable monthly* invoice) = Cost of PSAP's average interpreter call for the month* x number of "event" occurrences.

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

19. By signing this Bid, Bidder shall agree that foreign language emergency interpretation services as identified in these requirements shall be, 24-hours a day, seven (7) days per week, and 365 days per year. Interpreter Services shall only be handled by a live Interpreter Customer Service Representative. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

20. By signing this Bid, Bidder shall agree to provide a toll-free telephone number that provides access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

21. By signing this Bid, Bidder shall agree during the course of the Contract, which Bidder shall provide any additional languages not listed on Appendix A, Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics that may be required. Any additional languages shall be provided at the contracted rate bid in this IFB. The contract value shall be based upon actual usage and the State cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, Bidder shall provide interpretation services for the 96 languages listed on Appendix A, Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics. The call statistics reflect the total of the self-reported 2012 calendar year call data received from two (2) vendors the CA 9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services. (M)

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

22. By signing this Bid, Bidder shall agree to provide web site portals that shall be used by State and PSAP representatives to access information related to this Contract. The web-site portals shall be accessible using the latest versions of industry standard browsers. The Bidder shall issue and manage User Ids that shall be assigned and correspond to viewable information identified by the State. The State shall meet with the Bidder within 30 days after Contract award to identify management of the user ids and accessible information. (M)

The web site information shall include:

- a. Bidder's Foreign Language Emergency Interpretation toll-free number;
- b. Bidder's Customer Service toll-free number;
- c. PSAP access to their respective PSAP Account for services and call data reports
- d. State access to statewide PSAP and individual PSAP services and call data reports
- e. Link to State web-site

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

23. By signing this Bid, Bidder shall agree to provide prompt, professional customer service to all PSAPs between the hours of 7:00 am and 6:00 pm Pacific Time (PT), Monday through Friday, excluding all federal and California State holidays. After hours and on federal and California State holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

24. By signing this Bid, Bidder shall agree to respond to customer service questions and concerns shall be handled as expeditiously as possible and according to the following criteria: **(M)**

- a. General questions of concern: Written response to a Customer or a PSAPs questions is due within 15 working days from initial contact. If an answer is incomplete at response due time, then the response shall be an update of steps taken thus far to answer the customer's question and an estimated completion date. If response is not provided within 15 days, the Contractor must provide an administrative contact to escalate the request.
- b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be mailed within two (2) working days from receipt of the request.
- c. All other requests: Timeframe requirements for all other requests shall be negotiated individually when the request is made.

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

25. By signing this Bid, Bidder shall agree that additional materials and services required by the State and necessary for providing foreign language emergency interpretation services shall be provided at no additional charge to the State. Describe how the Bidder would market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager meetings, mass mailing of program information. The Contractor will cover costs and provide materials for such marketing initiatives and the Contractor understands that marketing at specific locations is required. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

26. The Bidder shall provide a narrative on how Bidder will develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed so as to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the Contractor must provide this information to the State. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

27. By signing this Bid, Bidder shall agree to compile and provide to the State Project Manager the following reports. All time measurements shall be in minutes (mm) and seconds (ss) as indicated below: **(M)**

a. Monthly Data Report shall include:

- 1) Number of calls
- 2) Date of call
- 3) Time of call occurrence
- 4) Call duration (mm:ss) Length of time from incoming emergency call connection to an interpreter; this time is used by Contractor to apply cost per interpretation minute for each call
- 5) Interpretation Start (ss) Length of time from language identification to interpreter connection.
- 6) Speed of Answer (ss) Length of time from language identification to interpreter connection.
- 7) On hold/in-queue duration (ss) Length of time from Contractor Speed of Answer to Interpretation Start.
- 8) Identify Language.

- 9) If language used was contracted or non-contracted. (Languages appearing on Appendix A, Exhibit A-1, Combined Foreign Language Interpretation Statistics are contract, if language is not listed, it is defined as non-contract.)
 - 10) Call traffic pattern details
 - 11) PSAP name
 - 12) No Interpreter Available Penalty applied that will identify the language that was not available for each occurrence.
- b. Monthly Data Report must be submitted to the State Project Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager.
- c. Customer Service Report, this report shall provide a monthly period of issues and results of customer support issues. This report shall be submitted monthly to the State Project Manager, unless otherwise requested.
- d. Quarterly Historical Report, this report shall depict the previous twelve (12) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the State Project Manager, unless otherwise requested.

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

28. The Bidder shall provide documentation that describes the Bidder's code of ethics, professional conduct and confidentiality requirements that are required as a condition of employment for interpreters. The description shall also include how the required documents are maintained by the Bidder as well as how often the requirements are reviewed and or updated between the Bidder and employed interpreters. **(M)**

Bidder agrees to meet the requirement (initial one): Yes _____ No _____

Response:

ATTACHMENT 1-A: BUSINESS REQUIREMENTS DOCUMENTATION

DOCUMENTATION TO SUPPORT THE BIDDER'S MINIMUM REQUIREMENTS FOR CALL VOLUME

The Bidder shall provide documentation that shows Bidder currently is or has handled, at a minimum, an average of 140,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "a 9-1-1 call related to a request for emergency services that requires immediate connection to an interpreter." Documentation shall include **statistics within the last 12 months that include:** total number of the call volume in minutes, total average of call volume minutes, and a breakdown, by customer name, identifying if the customer is a local government (city, county, etc.), state department or federal agency, total number of calls and total average of calls, total number of call minutes and total average of call minutes. As well as including a grand total of each column of should meet the 140,000 minutes per month. Bidders shall use the Attachment 1-A format to include the required statistical information.

Total number of call minutes within the last 12 months: _____

Total average of call minutes within the last 12 months: _____

		STATISTICS WITHIN THE LAST 12 MONTHS				
	<u>CUSTOMERS</u>	<u>AGENCY TYPE</u> (state, city, county, federal)	<u>TOTAL # OF</u> <u>CALLS</u>	<u>TOTAL</u> <u>AVERAGE</u> <u>OF CALLS</u>	<u>TOTAL #</u> <u>OF CALL</u> <u>MINUTES</u>	<u>TOTAL</u> <u>AVERAGE</u> <u>OF CALL</u> <u>MINUTES</u>
1.						
2.						
3.						
4.						
5.						
(BIDDER MAY ADD MORE CUSTOMERS TO TABLE, IF NEEDED.)						
GRAND TOTALS:						

ATTACHMENT 2: ADMINISTRATIVE REQUIREMENTS ACCEPTANCE

PURPOSE/INSTRUCTIONS: The purpose of this attachment is for Bidders to acknowledge acceptance of the Administrative Requirements of this IFB. Bidders must complete this attachment, confirm agreement with each requirement, sign and date the attachment in the signature block and include the attachment in their bid response, as instructed in the Bidder's Instructions Section G, Additional Required Attachments (Mandatory). If Bidder's agreement with the requirement further requires submission of an additional form, exhibit, etc., Bidder must identify the location of this document in their bid response.

Bidders must meet and adhere to all of the requirements included in the Administrative Requirements Acceptance of this IFB. **All requirements listed with a Mandatory (M) are scored as pass/fail.** A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Answering "No" to any of these requirements (M) will result in a bid being deemed non-responsive and, therefore, will be disqualified.

Administrative Requirement	IFB Reference	Bidder Agrees to Requirement (Y)es or (N)o	Location of Document in Bid Response (Page #)
Bid Submission Checklist (M)	Bidder Instructions G.1		
Bidder Cover Letter (M)	Bidder Instructions G.2		
Bidder Customer References (M)	Bidder Instructions G.3		
DVBE Program Requirements & Incentive (M)	Bidder Instructions G.4		
Commercially Useful Function (CUF) (M)	Bidder Instructions G.5		
Insurance Requirements (M)	Bidder Instructions G.6		
Payee Data Record (STD 204) (M)	Bidder Instructions G.7		
Contractor's Certification Clauses (CCC307) (M)	Bidder Instructions G.8		
Darfur Contracting Act (M)	Bidder Instructions G.9		
Iran Contracting Act (M)	Bidder Instructions G.10		
Certification with the California Secretary of State (M)	Bidder Instructions G.11		
Prime Bidder Responsibility (M)	Bidder Instructions G.12		
Subcontractors (M)	Bidder Instructions G.13		
Small Business Preference	Bidder Instructions F.1		
Target Area Agreement Preference Act	Bidder Instructions F.2		
Enterprise Zone Act	Bidder Instructions F.3		
Local Agency Military Base Recovery Act	Bidder Instructions F.4		

 Signature

 Date

 Name and Title (Print or Type)

 Firm Name

ATTACHMENT 3: INTENT TO BID LETTER

Anthony Lucas
Procurement Official
California Technology Agency
Office of Administration/Procurement and Contract Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741

Anthony.Lucas@state.ca.gov

Reference: IFB 12- 131167 Re-bid 1 Foreign Language Emergency Interpretation Services

This is to notify you that it is our present intent to [submit/not submit] information in response to the above referenced IFB. The individual to whom all information regarding this IFB shall be transmitted is:

Name:			
Address:			
City, State, and ZIP Code:			
Telephone:		FAX:	
E-Mail:			

We: (select one)

- Intend to submit a bid and have no problem with the IFB requirements.
- Intend to submit a bid, but have one or more problems with the IFB requirements for reasons stated in this response.
- Do not intend to submit a bid, for reasons stated in this response, and have no problem with the IFB requirements.
- Do not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

Comment(s)/Explanation(s)

We are enclosing, as requested, the signed Attachment 4, Confidentiality Statement and we concur with the proposed contract language as presented in the IFB.

Sincerely,

Signature (Original not stamped
or electronic)

Name and Title

Email Address

Company

Telephone

FAX

ATTACHMENT 4: CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I agree that all persons employed by this company or subcontracted by this company will adhere to the following policy:

All information belonging to the State or its affiliated agencies is considered sensitive and/or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all Project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the California Technology Agency has on file a confidentiality agreement signed by the other persons, and the disclosure is authorized and necessary to the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and concepts and discussions as well as writing or electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the Confidentiality Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (for State employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized Technology Agency representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the contract monitor at the Technology Agency before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the Technology Agency.

All personnel assigned to this project shall be provided a confidentiality and non-disclosure statement and will be expected to sign and return it to the representative listed below before beginning work on this project.

Representative Signature (original
signature not stamped or electronic)

Date

PLEASE TYPE/PRINT:

Representative Name: _____

Representative Title: _____

Representative Phone: _____

Company Name: _____

Company Address: _____

ATTACHMENT 5: BID SUBMISSION CHECKLIST

Bidders must submit this form with their bid response.

- Does your bid response (submitted documentation) follow the format specified in the IFB Bidder's Instructions?
 - Cover letter as identified in the Bidder's Instructions Section G. 2, Bidder Cover Letter with original signature (not stamped or electronic)
 - Labeled and specified number of copies required as identified in the Bidder's Instructions Section E.6, Submission of Bid
 - One Original Final Bid and three (3) copies and one CD/DVD or Flash drive - **ORIGINAL SIGNATURE REQUIRED ON ORIGINAL BID (no stamped or electronic signature)**
 - Cost data provided and sealed in separate envelope as identified in the Bidder's Instructions Section E.6, Submission of Bid

- Are the documents in your bid response in the order specified below?
 - Bidder Cover Letter
 - Bid Submission ChecklistATTACHMENT 5
 - Intent to Bid Letter (Submit per the Key Action Dates).....ATTACHMENT 3
 - Confidentiality Statement (Submit per the Key Action Dates)ATTACHMENT 4
 - Administrative Requirements AcceptanceATTACHMENT 2
 - Bidder Customer ReferencesATTACHMENT 6
 - DVBE Participation..... ATTACHMENT 7
 - Commercially Useful Function CertificationATTACHMENT 8
 - Workers' Compensation Insurance CertificationATTACHMENT 9
 - Payee Data Record (STD 204).....ATTACHMENT 10
 - Contractor's Certification Clauses (CCC-307).....ATTACHMENT 11
 - Darfur Contracting Act CertificationATTACHMENT 12
 - Iran Contracting Act.....ATTACHMENT 13
 - Certification with the California Secretary of State
 - Small Business Preference (if applicable)
 - Non-Small Business Subcontract Preference (if applicable)
 - Small Business Nonprofit Veteran Service Agency (SB/NVSA) (if applicable)
 - Target Area Agreement Preference Act (TACPA) (if applicable)
 - Enterprise Zone Act (EZA) (if applicable)
 - Local Agency Military Base Recovery Act (LAMBRA) (if applicable)
 - Business Requirements Response.....ATTACHMENT 1
 - Detail Cost Worksheet, Exhibit B-1 of Appendix A, Sample Standard Agreement and Exhibits, in a separately sealed envelope.
 - Are all costs entered on the cost worksheet?
 - Have the calculations for the above costs been checked for accuracy?

BIDDERS:

The state makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating Bidders in compiling their bid response. The bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bid response cannot be over emphasized.

ATTACHMENT 6: CUSTOMER REFERENCES

The purpose of the Customer References is to provide the State with the ability to verify claims made in the response by the Bidder, and to ensure that the Bidder has a proven track record of providing the desired services in a satisfactory manner.

1. Bidders must meet and adhere to all of the requirements included in the Customer References Requirements of this IFB. **All requirements listed with a Mandatory (M) are scored as pass/fail.** A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified.
2. The Bidder must provide a minimum of five (5) and a maximum of seven (7) references from Bidder's customers external to the Bidder's organization that have received services similar to the IFB requirements types of services performed within the last five (5) years. Each reference must be for a contract exceeding \$10,000.00 with a term of not less than one (1) year. **"Similar services" for the purposes of customer references for this solicitation means providing foreign language emergency interpretation telephone calls. "Emergency" is defined as "a 9-1-1 urgent call related to a request for emergency that requires immediate connection to an interpreter." (M)**
3. Each Bidder must complete Attachment 6, Customer References, for each reference and submit with their bid response. It must include a contact name, alternate contact, phone number(s) and email address for both contact and alternate contact. **(M)**
4. All Bidders' references will be contacted within the timeframe specified in the Bidder's Instructions Section E.1, Key Action Dates, Bidder's Reference Verification, **between** the hours of 07:00 am to 3:30 pm PT. References will be contacted by email and/or by telephone to validate that the Bidder meets the IFB's Contractor requirements and/or their level of satisfaction with the work that has been provided by the bidding company. Attachment 6, Customer References, includes the questions that the State will ask each reference labeled at the bottom of the form: "FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL".
5. The State will contact the Bidders' reference a maximum of three (3) times, if a response is not received from a Bidders' reference, then the State will contact the Bidder to request an alternate customer reference.
6. It is suggested that Bidder's notify their reference that they will be contacted by the Technology Agency during within the timeframe specified in the Bidder's Instructions Section E.1, Key Action Dates, Bidder's Reference Verification, **between** the hours of 07:00 am to 3:30 pm PT.

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department:

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Email Address

Alternate Contact Person

Alternate Telephone Number

Alternate Email Address

The average number of minutes per month of foreign language emergency interpretation telephone calls within the last 12 months

Dates of Service: FROM:

TO:

Value or Cost of Service

Brief Description of Service Provided

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?

Federal State County City Other, Explain

2. Were the dates of Service performed by Bidder within the last five (5) years?

YES or NO # of Years Services Performed: _____

3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?

YES or NO

4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?

_____ Number of Minutes

5. Did the service from "Bidder" meet the level of satisfaction that was required?

YES or NO

ATTACHMENT 7: DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

DVBE PARTICIPATION IS MANDATORY FOR THIS IFB, FAILURE TO COMPLY WILL DEEM A BID NON-RESPONSIVE.

An explanation of the DVBE requirements can be found at http://www.documents.dgs.ca.gov/pd/poliproc/Master-DVBEIncentiveRequireGoodIT11_1215.pdf.

In order to meet the DVBE Participation, Bidder's must submit a completed Bidder Declaration GSPD-05-105 and submit with their bid response. Refer to the following link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>.

All Bidders claiming the DVBE incentive, SB preference or subcontracting must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, the Bidder must identify ALL proposed subcontractors for participation in the Contract.

ATTACHMENT 8: COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Bidders must complete, sign and submit with their bid response.

Date: _____

Name of Bidder: _____

A business that is performing a commercially useful function is one that does all of the following:

- 1) Is responsible for the execution of a distinct element of the work of the Contract.
- 2) Carries out its obligation by actually performing, managing or supervising the work involved.
- 3) Performs work that is normal for its business, services and function.
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement below detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement.

ATTACHMENT 9: WORKERS' COMPENSATION INSURANCE CERTIFICATION

Bidders must complete, sign and submit with their bid response.

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State ZIP

ATTACHMENT 10: PAYEE DATA RECORD (STD. 204)

Bidders must complete and sign a Payee Data Record (STD 204) and submit with their bid response. Refer to the following website link to obtain the appropriate form:
<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

ATTACHMENT 11: CONTRACTOR'S CERTIFICATION CLAUSES (CCC)

Bidders must complete and sign page 1 of the Contractor Certification Clauses (CCC 307) and submit with their bid response. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

ATTACHMENT 12: DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid response, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____
 Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
 Initials + certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 13: IRAN CONTRACTING ACT
 (PUBLIC CONTRACT CODE SECTIONS 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

APPENDIX A
SAMPLE STANDARD AGREEMENT AND EXHIBITS

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Technology Agency

hereafter called State

CONTRACTOR'S NAME

2. The term of this Agreement is: June 1, 2013 through May 31, 2016
 (Three (3) Year Term)

3. The maximum amount of this Agreement is: \$ 5,000,000.00
 Five Million Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work	page(s)
Exhibit A-1 Combined Foreign Language Interpretation Statistics, 2012	page(s)
Exhibit A-1A Can Talk Foreign Language Interpretation Statistics, 2012	page(s)
Exhibit A-1B Other Vendors Foreign Language Interpretation Statistics, 2012	page(s)
Exhibit A-1C 2011 California Public Safety Answering Points Foreign Language Interpretation Statistics	page(s)
Exhibit A-2 Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit B-1 Cost Worksheet	page(s)
Exhibit C* – General Terms and Conditions	page(s)
Exhibit D - Special Terms and Conditions	page(s)
Exhibit E – IFB 12-131167 Re-bid 1	page(s)
Exhibit F – Contractor's Bid Response	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Technology Agency

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jennifer Herrera, Contract Manager

ADDRESS

P.O. Box 1810
 Ranch Cordova, CA 95741-18110

California Department of General Services Use Only

Exempt per:

EXHIBIT A STATEMENT OF WORK

1. OBJECTIVE

The State of California, California Technology Agency (Technology Agency), Public Safety Communications Office (PSCO), California 9-1-1 Emergency Communications Division (CA 9-1-1 Division) hereafter referred to as the State, is seeking one (1) Contractor to provide statewide Foreign Language Emergency Interpretation Services to be offered for the exclusive use of all of California's (CA) "Public Safety Answering Points" (PSAPs) participating in the State's 9-1-1 Emergency Telephone System Program. Under this Contract, the State intends to establish one (1) State Contract that PSAPs may use as a procurement vehicle for Foreign Language Emergency Interpretation Services.

2. TERM/PERIOD OF PERFORMANCE

- A. This Contract will be effective for a three-year period beginning on June 1, 2013 or upon final approval by the Department of General Services (DGS), Office of Legal Services (OLS), whichever is later through May 31, 2016.
- B. The Contractor shall not be authorized to commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Technology Agency and the Contractor may execute written amendments to this Agreement, subject to approval by the DGS under Public Contract Code 10335.

3. PROJECT TASKS/DELIVERABLES

A. Equipment and Facility

- 1) The Contractor shall have all necessary equipment to provide Foreign Language Emergency Interpretation Services.
- 2) The Contractor shall have telephone terminal equipment that has visual and audible signaling for incoming calls. Telephone terminal equipment will also have expansion capabilities to add additional lines, as needed.
- 3) The Contractor's telephone terminal equipment shall be capable of collecting the detailed call traffic information needed to produce the reports required by this Contract.

B. Disaster Response

- 1) The Contractor shall maintain a plan to restore language Interpretation services in the event of a disaster. The disaster response plan shall include various points of failure and multiple restoration contingencies.

- 2) The Contractor shall provide a high speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or e-mail to over 500 contacts/locations prior to, during and after a crisis or emergency, 24 hours per day, 7 days a week, 365 days per year.

C. Meetings and Conferences

The Contractor shall be required to provide training and/or participate in quarterly county coordinator meetings or quarterly or annual conferences, as requested by the State, to discuss the services provided by the Contractor and answer questions from the State and/or PSAP staff. Participation in meetings will be at the Contractor's expense.

D. Foreign Language Emergency Interpretation Service

- 1) Provide accurate and timely foreign language emergency interpretation services for State and local government PSAPs call takers who receive emergency calls on 9-1-1 and other designated emergency telephone lines from emergency callers who speak a language other than English.
- 2) PSAP call taker will initiate a "3-way" conference call with the Contractor's foreign language emergency interpretation service.
- 3) The Contractor shall determine the emergency caller's spoken language and connect the emergency call with the appropriate interpreter.
- 4) PSAP call taker will retain control of the conversation and prompt the interpreter with questions. The interpreter will interpret and respond with the emergency caller's answer and comments. The PSAP call taker will decide when the interpreter and emergency caller may disconnect.

E. Interpreter Operational Requirements

At a minimum the interpreter will:

- 1) Remain neutral in the interpretation unless prompted by the PSAP call taker with additional instructions.
- 2) Use the utmost courtesy when conversing with the emergency caller and the PSAP call taker.
- 3) Respect cultural difference of the emergency caller and the PSAP call taker.
- 4) Offer additional information to the PSAP call taker, but will graciously accept the PSAP call taker's refusal to accept additional information.
- 5) Refrain from entering into a disagreement with the PSAP call taker or the emergency caller.
- 6) Report irregular emergency interpretation calls to his/her supervisor (i.e., an irregular language interpretation call would be a PSAP call taker hanging up and leaving the emergency caller and the interpreter on an active call. The supervisor will refer irregular language interpretation calls to Customer Service for referral.)

- 7) Be trained thoroughly and be prepared to efficiently transfer calls quickly and have a thorough understanding of the techniques that facilitate the transfer of information from one foreign language to another.
- 8) Interpret accurately and precisely the message that is relayed in its entirety with the meaning preserved throughout the conversation. Information cannot be edited or deleted which erroneously changes the meaning of the interpretation or intent of the emergency caller.
- 9) Not make assumptions on behalf of the incident or emergency caller. (i.e., an emergency caller who has a speech impediment – the interpreter would not say, "He/She is drunk," but rather, "He/She is slurring his/her words).
- 10) Must remain professional, tactful, cool, calm, and collected throughout the duration of the interpretation services call.
- 11) Not discuss any personal information about the conversation including the name(s) of the emergency caller, address, or any other information that is revealed during the conversation/incident.
- 12) In the event the emergency caller is prematurely disconnected, the interpreter shall be able to reconnect with the emergency caller while the PSAP Call Taker remains on the line. The PSAP Call Taker shall provide the Emergency Caller's call back number to the interpreter.

F. Speed of Answer

On average, the Contractor shall answer at least 95% of all incoming emergency calls within 10 seconds of the call starting to ring at the Contractor's facility.

G. Interpretation Start

- 1) On average, the Contractor shall begin language interpretation on at least 95% of all emergency calls for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian within 60 seconds after the required language has been identified.
- 2) All other languages shall begin language interpretation on at least 95% of all emergency calls within 120 seconds.
- 3) Once interpretation begins, the emergency call cannot be placed on hold nor put into a queue of any kind.

H. Maximum Time until Interpretation Start Penalty

- 1) In the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller's language being identified, the State shall not be charged for any interpretation services provided for the duration of the call.
- 2) Interpretation service for all other languages that does not begin within 120 seconds of the emergency caller's language being identified are subject to the same penalty as stated in Exhibit A, 3., H. 1. (above).

I. No Interpreter Available Penalty

Contractor will for each event an interpretation service request for any of the 96 non-English languages (listed in Exhibit A-1, Combined Foreign Language Interpretation Statistics) results in a customer being told *no interpreter is available or foreign language is not available, the Contractor shall be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for that month in which the no interpreter available or foreign language event occurs. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the State's discretion. Example: Penalty (deducted from applicable monthly* invoice) = Cost of PSAP's average interpreter call for the month* x number of "event" occurrences.

J. Toll-Free Telephone Number for Interpreter Services

The Contractor shall provide a toll-free telephone number that provides access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year.

K. Hours of Operations for Interpreter Services

The Contractor shall provide foreign language emergency interpretation services as identified in these specifications, 24-hours a day, seven (7) days per week, and 365 days per year. Interpreter Services shall only be handled by a live Interpreter Customer Service Representative.

L. Foreign Language Emergency Interpretation Usage

- 1) The number of languages, calls, and duration may vary during the Contract period. Exhibit A-1 Combined Foreign Language Emergency Interpretation Statistics have been included in the Contract to reflect usage for the 2012 Calendar Year. The statistics include the languages, number of minutes, number of emergency calls, average length of call (in minutes), and percentage of total number of languages. In 2012 foreign language emergency interpretation services were provided in 96 languages.
- 2) During the course of the Contract, the Contractor shall provide any additional languages not listed on Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics that may be required. Any additional languages shall be provided at the contracted rate bid in this IFB. The Contract value shall be based upon actual usage and the State cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, Contractor shall provide interpretation services for the 96 languages listed on Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics. The statistics reflect 2012 calendar year call data received from two (2) vendors the CA 9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services.

M. Web-site Portals

- 1) The Contractor shall provide web site portals that shall be used by State and PSAP representatives to access information related to this Contract. The web-site portals shall be accessible using the latest versions of industry standard browsers. The Contractor shall issue and manage User Ids that shall be assigned and correspond to viewable information identified by the State. The State shall meet with the Contractor within 30 days after Contract award to identify management of the user ids and accessible information.
- 2) The web site information shall include:
 - a. Contractor's Foreign Language Emergency Interpretation toll-free number.
 - b. Contractor's Customer Service toll-free number.
 - c. PSAP access to their respective PSAP Account for services and call data reports.
 - d. State access to statewide PSAP and individual PSAP services and call data reports.
 - e. Link to State web-site.

N. Contractor's Customer Service Response Criteria

- 1) The Contractor shall provide prompt, professional customer service to all PSAPs between the hours of 7:00am and 6:00pm Pacific Time (PT), Monday through Friday, excluding all federal and California State holidays. After hours and on federal and California State holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters.
- 2) The Contractor shall respond to customer service questions and concerns shall be handled as expeditiously as possible and according to the following criteria:
 - a. General questions of concern: Written response to a Customer or a PSAPs questions is due within 15 working days from initial contact. If an answer is incomplete at response due time, then the response shall be an update of steps taken thus far to answer the customer's question and an estimated completion date. If response is not provided within 15 days, the Contractor must provide an administrative contact to escalate the request.
 - b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be mailed within two (2) working days from receipt of the request.
 - c. All other requests: Timeframe requirements for all other requests shall be negotiated individually when the request is made.
- 3) Additional materials and services required by the State shall be provided at no additional charge to the State.
- 4) The Contractor shall develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed so as to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the Contractor must provide this information to the CA 9-1-1 Division.

4. CONTRACTOR REPORTING REQUIREMENTS

Each report template shall be subject to State approval of report layout, content detail and formatting. The Contractor shall implement modifications to the reports during the term of the Contract at the State's request at no additional cost.

Within 30 calendar days after Contract award, the State and Contractor shall meet to discuss the timelines and due dates for the delivery of the reports required in this section.

All Reports shall be provided on a calendar month basis and electronic copies shall be delivered in Excel file format by the tenth (10th) business day following the end of the reporting period month and posted to the web site Portal.

The following are the reports to be compiled and provided by the Contractor to the Project Manager for the Contract term. All time measurements shall be in minutes (mm) and seconds (ss) as indicated below:

A. Monthly Data Report:

- 1) Monthly Data Report shall include:
 - a. Number of calls
 - b. Date of call
 - c. Time of call occurrence
 - d. Call duration (mm:ss) Length of time from incoming emergency call connection to an interpreter; this time is used by Contractor to apply cost per interpretation minute for each call
 - e. Interpretation Start (ss) Length of time from language identification to interpreter connection.
 - f. Speed of Answer (ss) Length of time from language identification to interpreter connection.
 - g. On hold/in-queue duration (ss) Length of time from Contractor Speed of Answer to Interpretation Start.
 - h. Identify Language.
 - i. If language used was contracted or non-contracted. (Languages appearing on Appendix A, Exhibit A-1, Combined Foreign Language Interpretation Statistics are contracted, if language is not listed, it is defined as non-contracted.)
 - j. Call traffic pattern details
 - k. PSAP name
 - l. No Interpreter Available Penalty applied that will identify the language that was not available for each occurrence.
- 2) Monthly Data Report must be submitted to the Project Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager.
- 3) The State Project Manager will review the Monthly Data Report to identify if the Contractor has met the Project Tasks/Deliverables that include the Contractor's (self-reported) call data metrics and application of penalties (when applicable).

B. Customer Service Report

Customer Support Report shall provide a monthly period of issues and results of customer support issues. This report shall be submitted monthly to the Project Manager, unless otherwise requested.

C. Quarterly Historical Report

Quarterly Historical Report shall depict the previous twelve (12) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the Project Manager, unless otherwise requested.

5. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide its own equipment and software necessary to perform the required duties.
- B. The Contractor shall designate a Contractor Primary Contact (SOW #16 Notices) who has the authority to act on all aspects of the services provided under this Contract.
- C. The Contractor shall notify the State, in writing, of any changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
- D. The Contractor shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of this Contract. The Contractor shall work with the State to implement any changes within six (6) months of the regulation effective date at no cost to the State and no increase in rates.

The Contractor shall make any changes necessary to provide foreign language emergency interpretation services as industry requirements change.

- E. The Contractor Interpreter Services Ethics, Professional Conduct and Confidentiality Statement (Exhibit A-2) shall be completed by the Contractor with the original provided to the State Project Manager and a copy retained by the Contractor Primary Contact.
- F. The Contractor shall market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager meetings, mass mailing of program information. The details shall be developed within 30 days after Contract award between the State and Contractor. The Contractor will cover costs and provide materials for such marketing initiatives and the Contractor understands that marketing at specific locations is required.

6. STATE'S RESPONSIBILITIES

- A. The State shall designate a Project Manager (SOW #16, Notices) to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person shall review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

- B. The State shall provide at least a minimum of ten (10) State business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.
- C. The State's Project Manager shall distribute information to local agencies regarding the availability of Foreign Language Emergency Interpretation Services.
- D. Upon request, State's Project Manager shall provide the Contractor with the most current County PSAP 9-1-1 Manager and related contact information.
- E. The State's Project Manager shall provide the Contractor with the link to the California 9-1-1 Operations Manual that can currently be found: www.cio.ca.gov/PSCO/Publications/911/911OpeaManul.htm

7. PERFORMANCE

The State shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the services performed by the Contractor fail to meet the State's conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process shall be employed, except as superseded by other binding processes:

- A. The State shall notify the Contractor in writing within five (5) State business days of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- B. The Contractor shall, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. The State shall, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
- D. The State shall, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

13. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular Monthly Reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor shall determine the level of severity and notify the appropriate State personnel. The State personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

- First level: CA 9-1-1 Division Project Manager
- Second level: CA 9-1-1 Division Project Director
- Third level: CA 9-1-1 Division Deputy Director

14. CANCELLATION

The State may exercise its option to terminate the Contract at any time with 30 calendar days' prior written notice. In the event of such termination, the State shall pay all amounts due the Contractor for all deliverables and services provided prior to termination.

15. OTHER CONTRACT CONSIDERATIONS

- A. The Contractor shall act as prime contractor under this Contract. In addition, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Any Subcontractor that the Contractor chooses to use in fulfilling the requirements of this contract, and which is expected to receive more than ten percent (10%) of the value of the contract, must also meet all Administrative and Technical Requirements of the IFB, as applicable, and must be approved, in advance, by the State.
- C. The Contractor shall not change Subcontractor(s) and/or DVBE Subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the bid response and actual start of the Contract.
- D. Nothing contained in this Contract shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.

- E. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

16. NOTICES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the addresses then prevailing.

The Primary Project Representatives during the term of this Contract shall be:

State Project Manager	Contractor Primary Contact
Name: _____ Title: Project Manager PSCO/CA 9-1-1 Division MS-911 Address: 601 Sequoia Pacific Blvd. Sacramento, CA 95811-0231 Phone: (916) 000-0000 Fax: (000) 000-0000 E-mail: @state.ca.gov	Name: _____ Title: _____ Address: _____ Phone: (000) 000-0000 Fax: (000) 000-0000 E-mail: _____
State Procurement Official Name: Anthony Lucas Title: Procurement Official MS Y-18 Address: P.O. Box 1810 Rancho Cordova, CA 95741 Phone: (916) 431-5069 Fax: (916) 733-7569 E-mail: Anthony.Lucas@state.ca.gov	

EXHIBIT A-1
COMBINED FOREIGN LANGUAGE INTERPRETATION STATISTICS
FROM January 1, 2012 THROUGH December 31, 2012¹

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,524,263	331,595	4.6	85.66%
MANDARIN	49,402	7,484	6.6	2.78%
VIETNAMESE	45,230	7,086	6.4	2.54%
CANTONESE	41,933	6,806	6.2	2.36%
KOREAN	32,442	4,784	6.8	1.82%
RUSSIAN	17,698	2,611	6.8	0.99%
FARSI	8,048	1,069	7.5	0.45%
ARABIC	7,431	1,133	6.6	0.42%
PUNJABI	7,452	1,168	6.4	0.42%
ARMENIAN	5,486	968	5.7	0.31%
JAPANESE	5,124	667	7.7	0.29%
TAGALOG	4,662	898	5.2	0.26%
CAMBODIAN	3,235	521	6.2	0.18%
HMONG	3,054	461	6.6	0.17%
PORTUGUESE	2,733	406	6.7	0.15%
FRENCH	2,387	410	5.8	0.13%
HINDI	1,937	307	6.3	0.11%
ROMANIAN	1,634	210	7.8	0.09%
LAOTIAN	1,544	244	6.3	0.09%
THAI	1,213	168	7.2	0.07%
GERMAN	901	153	5.9	0.05%
ITALIAN	853	126	6.8	0.05%
POLISH	828	80	10.3	0.05%
AMHARIC	762	98	7.8	0.04%
SOMALI	619	100	6.2	0.03%
HEBREW	469	46	10.2	0.03%
URDU	454	51	8.9	0.03%
SLOVAK	438	25	17.5	0.02%
TURKISH	442	48	9.2	0.02%
TOISHANESE	389	40	9.7	0.02%
HUNGARIAN	366	35	10.5	0.02%
BENGLI	355	52	6.8	0.02%
TIGRINYA	373	37	10.1	0.02%
BURMESE	343	51	6.7	0.02%
CZECH	327	28	11.7	0.02%
AKAN	270	86	3.1	0.02%
MIEN	254	28	9.1	0.01%
MONGOLIAN	274	36	7.6	0.02%
ASSYRIAN	284	32	8.9	0.02%
ILOCANO	189	12	15.8	0.01%
UKRAINIAN	215	29	7.4	0.01%
KHMER	185	31	6.0	0.01%
SINHALESE	176	12	14.7	0.01%
INDONESIAN	176	24	7.3	0.01%
NEPALI	154	27	5.7	0.01%

¹ . The call statistics reflect the total of the self-reported 2012 calendar year call data received from two (2) vendors the CA9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
HAITIAN CREOLE	139	20	7.0	0.01%
SWAHILI	149	34	4.4	0.01%
BULGARIAN	133	21	6.4	0.01%
BOSNIAN	127	17	7.5	0.01%
GREEK	109	22	5.0	0.01%
CROATIAN	102	14	7.3	0.01%
TAMIL	114	18	6.3	0.01%
OROMO	100	7	14.3	0.01%
TAIWANESE	86	18	4.8	0.00%
LITHUANIAN	85	9	9.4	0.00%
SERBIAN	85	13	6.5	0.00%
TONGAN	91	10	9.1	0.01%
MANDINKA	74	2	37.0	0.00%
KURDISH	67	7	9.6	0.00%
DARI	63	10	6.3	0.00%
PASHTO	63	9	7.0	0.00%
GUJARATI	56	12	4.7	0.00%
TIBETAN	56	4	14.0	0.00%
MALAYALAM	56	5	11.2	0.00%
KAREN	68	11	6.2	0.00%
SWEDISH	49	7	7.0	0.00%
GA	39	11	3.5	0.00%
YIDDISH	37	2	18.5	0.00%
MIXTECO	36	4	9.0	0.00%
DUTCH	35	12	2.9	0.00%
CHIN	27	1	27.0	0.00%
TELUGU	27	5	5.4	0.00%
CHAO-CHOW	25	2	12.5	0.00%
LATVIAN	24	2	12.0	0.00%
FRENCH CANADIAN	23	5	4.6	0.00%
SAMOAN	24	5	4.9	0.00%
SHANGHAINESE	19	1	19.0	0.00%
IBO	13	2	6.5	0.00%
NORWEGIAN	13	1	13.0	0.00%
PORTUGESE CREOLE	13	1	13.0	0.00%
SUDANESE ARABIC	13	3	4.3	0.00%
MIN	13	1	12.6	0.00%
CHALDEAN	10	1	10.0	0.00%
IGBO	10	1	10.0	0.00%
ASHANTE	7	2	3.5	0.00%
FIJIAN HINDI	6	2	3.0	0.00%
MANDINGO	6	2	3.0	0.00%
HAUSA	5	4	1.3	0.00%
LUO	5	2	2.5	0.00%
FINNISH	8	2	4.0	0.00%
TWI	4	1	4.0	0.00%
FANTE	6	2	3.1	0.00%
FULA	3	1	3.0	0.00%
ALBANIAN	2	1	2.0	0.00%
FULANI	2	1	2.0	0.00%
DIULA	1	1	1.0	0.00%
Language Count: 96	1,779,330	370,634	4.8	100.00%

EXHIBIT A-1A
FOREIGN LANGUAGE INTERPRETATION STATISTICS
CAN TALK (CANADA), INC STATE CONTRACT #3126702
(CONTRACTED WITH THE CALIFORNIA TECHNOLOGY AGENCY)
January 1, 2012 Through December 31, 2012

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	152,724	55,841	2.73	90.05%
MANDARIN	5,780	962	6.01	3.41%
CANTONESE	2,713	553	4.91	1.60%
VIETNAMESE	2,433	368	6.61	1.43%
KOREAN	1,966	355	5.54	1.16%
RUSSIAN	746	129	5.78	0.44%
FARSI	511	67	7.62	0.30%
PUNJABI	482	68	7.10	0.28%
ARABIC	382	62	6.16	0.23%
JAPANESE	188	39	4.83	0.11%
KHMER	185	31	5.96	0.11%
ARMENIAN	167	36	4.63	0.10%
TAGALOG	159	32	4.97	0.09%
HMONG	157	23	6.83	0.09%
FRENCH	147	28	5.27	0.09%
ROMANIAN	115	16	7.18	0.07%
PORTUGUESE	97	20	4.86	0.06%
THAI	88	10	8.78	0.05%
ASSYRIAN	76	1	76.12	0.04%
LAO	67	10	6.68	0.04%
MONGOLIAN	56	5	11.17	0.03%
GERMAN	39	8	4.84	0.02%
AMHARIC	38	4	9.54	0.02%
TURKISH	37	3	12.40	0.02%
ITALIAN	36	7	5.08	0.02%
UKRAINIAN	31	5	6.16	0.02%
TIGRINYA	29	4	7.20	0.02%
SOMALI	19	3	6.44	0.01%
HINDI	15	5	3.00	0.01%
KAREN	15	1	14.95	0.01%
POLISH	14	1	13.98	0.01%
TAMIL	14	1	13.55	0.01%
MIN	13	1	12.55	0.01%
MIEN	12	2	5.79	0.01%
SWAHILI	10	2	4.78	0.01%
BOSNIAN	9	3	3.12	0.01%
TONGAN	8	1	7.57	0.00%
BURMESE	5	1	5.45	0.00%
BULGARIAN	5	1	5.45	0.00%
FINNISH	4	1	4.00	0.00%
NEPALI	4	1	3.88	0.00%
FANTE	3	1	3.28	0.00%
URDU	3	1	2.53	0.00%
SAMOAN	2	1	2.38	0.00%
INDONESIAN	2	3	0.77	0.00%
CROATION	2	1	2.30	0.00%
TAIWANESE	0	1	0.25	0.00%
Language Count: 47 (of 96)	169,606	58,719	2.89	100.00%

EXHIBIT A-1B
FOREIGN LANGUAGE INTERPRETATION STATISTICS
OTHER VENDOR USED BY PUBLIC SAFETY ANSWERING POINTS (PSAPs)
(NOT CONTRACTED WITH THE CALIFORNIA TECHNOLOGY AGENCY)
January 1, 2012 Through December 31, 2012

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,371,539	275,754	5.0	85.2%
MANDARIN	43,622	6,522	6.7	2.7%
VIETNAMESE	42,797	6,718	6.4	2.7%
CANTONESE	39,220	6,253	6.3	2.4%
KOREAN	30,476	4,429	6.9	1.9%
RUSSIAN	16,952	2,482	6.8	1.1%
FARSI	7,537	1,002	7.5	0.5%
ARABIC	7,049	1,071	6.6	0.4%
PUNJABI	6,970	1,100	6.3	0.4%
ARMENIAN	5,319	932	5.7	0.3%
JAPANESE	4,936	628	7.9	0.3%
TAGALOG	4,503	866	5.2	0.3%
CAMBODIAN	3,235	521	6.2	0.2%
HMONG	2,897	438	6.6	0.2%
PORTUGUESE	2,636	386	6.8	0.2%
FRENCH	2,240	382	5.9	0.1%
HINDI	1,922	302	6.4	0.1%
ROMANIAN	1,519	194	7.8	0.1%
LAOTIAN	1,477	234	6.3	0.1%
THAI	1,125	158	7.1	0.1%
GERMAN	862	145	5.9	0.1%
ITALIAN	817	119	6.9	0.1%
POLISH	814	79	10.3	0.1%
AMHARIC	724	94	7.7	0.0%
SOMALI	600	97	6.2	0.0%
HEBREW	469	46	10.2	0.0%
URDU	451	50	9.0	0.0%
SLOVAK	438	25	17.5	0.0%
TURKISH	405	45	9.0	0.0%
TOISHANESE	389	40	9.7	0.0%
HUNGARIAN	366	35	10.5	0.0%
BENGALI	355	52	6.8	0.0%
TIGRINYA	344	33	10.4	0.0%
BURMESE	338	50	6.8	0.0%
CZECH	327	28	11.7	0.0%
AKAN	270	86	3.1	0.0%
MIEN	242	26	9.3	0.0%
MONGOLIAN	218	31	7.0	0.0%
ASSYRIAN	208	31	6.7	0.0%
ILOCANO	189	12	15.8	0.0%
UKRAINIAN	184	24	7.7	0.0%
SINHALESE	176	12	14.7	0.0%
INDONESIAN	174	21	8.3	0.0%
NEPALI	150	26	5.8	0.0%
HAITIAN CREOLE	139	20	7.0	0.0%
SWAHILI	139	32	4.3	0.0%
BULGARIAN	128	20	6.4	0.0%
BOSNIAN	118	14	8.4	0.0%

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
GREEK	109	22	5.0	0.0%
CROATIAN	100	13	7.7	0.0%
TAMIL	100	17	5.9	0.0%
OROMO	100	7	14.3	0.0%
TAIWANESE	86	17	5.1	0.0%
LITHUANIAN	85	9	9.4	0.0%
SERBIAN	85	13	6.5	0.0%
TONGAN	83	9	9.2	0.0%
MANDINKA	74	2	37.0	0.0%
KURDISH	67	7	9.6	0.0%
DARI	63	10	6.3	0.0%
PASHTO	63	9	7.0	0.0%
GUJARATI	56	12	4.7	0.0%
TIBETAN	56	4	14.0	0.0%
MALAYALAM	56	5	11.2	0.0%
KAREN	53	10	5.3	0.0%
SWEDISH	49	7	7.0	0.0%
GA	39	11	3.5	0.0%
YIDDISH	37	2	18.5	0.0%
MIXTECO	36	4	9.0	0.0%
DUTCH	35	12	2.9	0.0%
CHIN	27	1	27.0	0.0%
TELUGU	27	5	5.4	0.0%
CHAO-CHOW	25	2	12.5	0.0%
LATVIAN	24	2	12.0	0.0%
FRENCH CANADIAN	23	5	4.6	0.0%
SAMOAN	22	4	5.5	0.0%
SHANGHAINESE	19	1	19.0	0.0%
IBO	13	2	6.5	0.0%
NORWEGIAN	13	1	13.0	0.0%
Portug.Creole	13	1	13.0	0.0%
SUDANESE ARABIC	13	3	4.3	0.0%
CHALDEAN	10	1	10.0	0.0%
IGBO	10	1	10.0	0.0%
ASHANTE	7	2	3.5	0.0%
FIJIAN HINDI	6	2	3.0	0.0%
MANDINGO	6	2	3.0	0.0%
HAUSA	5	4	1.3	0.0%
LUO	5	2	2.5	0.0%
FINNISH	4	1	4.0	0.0%
TWI	4	1	4.0	0.0%
FANTE	3	1	3.0	0.0%
FULA	3	1	3.0	0.0%
ALBANIAN	2	1	2.0	0.0%
FULANI	2	1	2.0	0.0%
DIULA	1	1	1.0	0.0%
Language Count: 94 (of 96)	1,609,724	311,915	5.16	100.0%

EXHIBIT A-1C
2011 CALIFORNIA PUBLIC SAFETY ANSWERING POINTS FOREIGN LANGUAGE INTERPRETATION
STATISTICS
FROM January 1, 2011 THROUGH December 31, 2011

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL
SPANISH	1,476,061	326,146	4.53	85.9014%
VIETNAMESE	45,175	6,813	6.63	2.6290%
MANDARIN	44,647	6,583	6.78	2.5983%
CANTONESE	37,403	5,969	6.27	2.1767%
KOREAN	31,332	4,365	7.18	1.8234%
RUSSIAN	18,563	2,591	7.16	1.0803%
PUNJABI	7,088	1,049	6.76	0.3738%
TAGALOG	5,760	968	5.95	0.3352%
ARMENIAN	5,635	912	6.18	0.3279%
FARSI	8,100	1,025	7.90	0.4714%
HMONG	3,284	500	6.57	0.1911%
JAPANESE	4,655	627	7.42	0.2709%
CAMBODIAN	3,504	513	6.83	0.2039%
ARABIC	7,088	1,049	6.76	0.4125%
PORTUGUESE	2,309	354	6.52	0.1344%
HINDI	2,057	326	6.31	0.1197%
LAOTIAN	1,803	269	6.70	0.1049%
FRENCH	1,818	252	7.21	0.1058%
THAI	1,145	156	7.34	0.0666%
SOMALI	761	113	6.73	0.0443%
ROMANIAN	1,344	155	8.67	0.0782%
ITALIAN	671	118	5.69	0.0390%
GERMAN	704	98	7.18	0.0410%
POLISH	998	89	11.21	0.0581%
AMHARIC	1,048	112	9.36	0.0610%
HEBREW	199	40	4.98	0.0116%
MIEN	111	16	6.94	0.0065%
ALBANIAN	49	12	4.08	0.0029%
MONGOLIAN	273	27	10.11	0.0159%
SWEDISH	10	4	2.50	0.0006%
INDONESIAN	251	36	6.97	0.0146%
BENGALI	277	49	5.65	0.0161%
HUNGARIAN	283	32	8.84	0.0165%
URDU	285	28	10.18	0.0166%
TAIWANESE	348	27	12.89	0.0203%
TONGAN	71	11	6.45	0.0041%
TURKISH	277	44	6.30	0.0161%
UKRAINIAN	188	26	7.23	0.0109%
BURMESE	512	68	7.53	0.0298%
ASSYRIAN	104	16	6.50	0.0061%
SERBIAN	96	18	5.33	0.0056%
TOISHANESE	181	19	9.53	0.0105%
CROATIAN	40	8	5.00	0.0023%
BULGARIAN	32	4	8.00	0.0019%
GREEK	110	19	5.79	0.0064%
SAMOAN	36	5	7.20	0.0021%
ILOCANO	80	12	6.67	0.0047%
TIGRINYA	259	31	8.35	0.0151%

LANGUAGE	MINUTES	# OF CALLS	AVG. LENGTH OF CALL (MINUTES)	% OF TOTAL	
CREOLE	23	1	23.00	0.0013%	
DANISH	22	3	7.33	0.0013%	
SWAHILI	185	14	13.21	0.0108%	
NEPALI	189	24	7.88	0.0110%	
AKAN	245	48	5.10	0.0143%	
CZECH	73	7	10.43	0.0042%	
TAMIL	114	15	7.60	0.0066%	
BOSNIAN	46	8	5.75	0.0027%	
SINHALESE	18	3	6.00	0.0010%	
IBO	11	2	5.50	0.0006%	
KURDISH	15	3	5.00	0.0009%	
LATVIAN	4	1	4.00	0.0002%	
PORTUGUESE BRAZILIAN	7	1	7.00	0.0004%	
OROMO	40	6	6.67	0.0023%	
TELEGU	4	1	4.00	0.0002%	
KAREN	59	12	4.92	0.0034%	
GUJARATI	99	18	5.50	0.0058%	
DUTCH	40	8	5.00	0.0023%	
PUSHTO	2	1	2.00	0.0001%	
HAITIAN CREOLE	202	24	8.42	0.0118%	
MIXTECO	42	6	7.00	0.0024%	
MALAY	26	6	4.33	0.0015%	
TIBETAN	13	3	4.33	0.0008%	
FINNISH	5	1	5.00	0.0003%	
FUKIENESE	13	1	13.00	0.0008%	
CHALDEAN	86	4	21.50	0.0050%	
ASHANTE	16	4	4.00	0.0009%	
DARI	56	7	8.00	0.0033%	
YIDDISH	6	1	6.00	0.0003%	
KHMER	110	21	5.24	0.0064%	
MALAYALAM	19	3	6.33	0.0011%	
GA	15	3	5.00	0.0009%	
PASHTO	14	3	4.67	0.0008%	
SLOVAK	12	3	4.00	0.0007%	
LITHUANIAN	36	2	18.00	0.0021%	
SHANGHAINESE	29	2	14.50	0.0017%	
MARSHALLESE	15	2	7.50	0.0009%	
FUZHOU	11	1	11.00	0.0006%	
UZBEK	11	1	11.00	0.0006%	
CHAO-CHOW	6	1	6.00	0.0003%	
EWE	5	1	5.00	0.0003%	
HAUSA	5	1	5.00	0.0003%	
MACEDONIAN	5	1	5.00	0.0003%	
LINGALA	3	1	3.00	0.0002%	
LUO	2	1	2.00	0.0001%	
MANDINKA	1	1	1.00	0.0001%	
Language Count	94	1,718,320	361,906	7.13	100%

EXHIBIT A-2

Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement

The Contractor shall require as a condition of employment for all interpreters that provide interpreter services under this Contract to sign and agree to uphold specified professional and ethical standards. The signed document shall include, at a minimum, the information contained in the Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement.

The Contractor Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement shall be completed by the Contractor with the original provided to the State Project Manager and a copy retained by the Contractor Primary Contact.

Ethics:

1. **Cultural sensitive and courtesy:** Interpreters shall be aware of the cultural differences that may exist and is sensitive and respectful to the individual(s) they serve.
2. **Impartiality:** The interpreters shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The interpreter shall avoid distorting the message in favor of one party or the other.
3. **Non-discrimination:** Interpreters shall always be neutral, impartial, and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. **Conflict of interest:** Interpreters shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation services for family members, or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
5. **Withdrawal:** Interpreters, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

Professional Conduct:

1. **Professional Integrity:** Interpreters shall demonstrate professionalism and personal integrity, including:
 - a. If the Interpreter believes he or she may have interpreted inaccurately or incompletely, he or she will make this known, and if possible, provide a corrected interpretation.
 - b. If the Interpreter believes he or she is so impacted by the content to be interpreted, that he or she becomes unable to interpret accurately and completely, he or she shall inform the parties of his/her intent to withdraw without threat or retaliation.

2. **Accuracy:** Interpreters shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the interpreter shall interpret everything the speaker says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. **Role boundaries:** Interpreters shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the emergency caller, but does not represent personal involvement in their interpretation.
4. **Self-evaluation:** Interpreters shall accurately and completely represent their certifications, education, training and experience.
5. **Personal demeanor:** Interpreters shall be punctual, prepared, and dressed in an appropriate manner and not distracting from the situation. (This requirement does not apply to interpreter services provided by telephone).
6. **Inability to perform:** Interpreters shall assess, at all times, their ability to interpret. Should interpreters have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
7. **Cultural competency:** Interpreters shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstanding based upon stereotyping and differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter may assist by sharing cultural information or helping develop an explanation that can be understood by all.

Confidentiality:

1. Interpreters shall not divulge any information learned in the performance of professional duties.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person's threatening harm to himself or herself or others, or where the interpreter determines to the best of their ability, that non-disclosure may result in harm.
3. Disclosure: Interpreters shall not publicly discuss report or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

Compliance:

Violations of the above standards may result in disqualification of an interpreter and termination of the Contract. A copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement must be maintained by the Contractor for every interpreter utilized to perform services under this Contract. The Contractor must provide a copy of the signed statement upon request of the State.

I, the undersigned, do hereby certify that all interpreters to be utilized to perform services under this Contract have signed a Code of Ethics, Professional Conduct and Confidentiality statement that, at a minimum, contains the above information.

Signed by:

Signature

Date

Print First and Last Name: _____

Print Title: _____

EXHIBIT B
INVOICING AND PAYMENT

1. Payment for tasks performed under this Contract shall be Price per Minute/Price per Each Call. Signed acceptance is required from the State Project Manager before processing an invoice for payment.
2. The Contractor shall submit a Monthly invoice for payment and a Monthly Report associated with the payment amounts. Payments shall be based on each item subject to acceptance by the State. It shall be the State's sole determination as to whether the Products and Services have been successfully completed and is acceptable.
3. Invoices shall be submitted in triplicate, and shall identify costs charged. Invoices must be submitted monthly, in arrears, identifying;
 - a. Invoice Summary shall include
 - 1) Contract Number
 - 2) Invoice number
 - 3) Invoice date
 - 4) Grand Total of Charges on Invoice Summary
 - 5) Total Number of calls (listed by PSAP Name/account number)
 - 6) Call duration
 - 7) Total Cost of Call Minutes(price per interpretation minute)
 - 8) Total Cost per Call (price for each call)
 - b. Interpretation details (invoice for each PSAP) shall be attached to the invoice, in order by
 - 1) County number
 - 2) PSAP name and address
 - 3) PSAP Account number (assigned by the Contractor)
 - 4) Date, time and duration of each call
 - 5) Language for each call
 - 6) Interpreter identification for each call
 - 7) Cost of each call broken down by:
 - a) Price charged per interpretation minute
 - b) Price charged per each call
 - c) Total cost of call
 - 8) The interpretation detail attachment shall also include subtotal amounts of minutes and charges by PSAP
 - 9) Interpretation start for each call
4. Invoices shall be prepared at the end of every calendar month and delivered to the Technology Agency by the 10th day of the calendar month immediately following the month under invoice.
5. Invoices shall be due and payable, and payment shall be made, only after the State acceptance of hours worked and/or completion of each task under this Contract.

6. If a subcontractor is a California Certified Small Business and/or DVBE, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
7. The Contractor costs related to items such as travel and per diem are costs of the Contractor shall be inclusive of the discount Price per Minute/Price per Call rates stated on the Cost Worksheet, and **will not be paid separately** as part of the Contract.
8. Submit invoices with reference to the Contract number to:

State of California
California Technology Agency
Financial Management Branch – Accounting Office
P.O. Box 1810
Rancho Cordova, CA 95741
Contract # XXXX
9. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
10. If funding for fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer a Contract amendment to the Contractor to reflect the reduced amount.
11. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**EXHIBIT B-1
COST WORKSHEET**

The Contractor shall provide the State Foreign Language Emergency Interpretation Services for the State's Public Safety Answering Points (PSAPs) in accordance with Exhibit A, Statement of Work.

Cost shall be based on price per interpretation minute and price per call. Each call price is in addition to per minute cost. Only one bid price is acceptable and must be calculated on the per minute/per call charge for all languages. Pricing must be calculated for term of this agreement.

BID PRICE PER INTERPRETATION MINUTE IS*:

\$ _____

* Each additional minute after the first (1st) minute will be billed at per bid price per interpretation minute.

BID PRICE PER EACH CALL **:

\$ _____

**Each call price is in addition to the per minute cost

TOTAL COST FOR FIRST (1ST) MINUTE PER CALL IS:

\$ _____

Pricing

The pricing for the entire 9-1-1 Foreign Language Emergency Interpretation Service package will be charged at the bid rate for every minute of actual foreign language interpretation that is being provided. This charge will not include time in queues nor time used to determine the emergency caller's spoken language. Interpretation charges will be captured in one-second increments and must be billed to the exact second. Capture of the interpretation period starts when the interpreter answers and begins interpretation. The interpretation period is ended when the interpreter has been disconnected from both the PSAP call taker and the emergency caller.

CALIFORNIA TECHNOLOGY AGENCY
LANGUAGE LINE SERVICES, INC.
STATE OF CALIFORNIA
CALIFORNIA TECHNOLOGY AGENCY

CONTRACT NUMBER 12-8669
FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES
IFB 12-131167 RE-BID 1 ADDENDUM 2
FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES

**EXHIBIT C
GENERAL TERMS AND CONDITIONS GTC 610**

Are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

EXHIBIT D
CALIFORNIA TECHNOLOGY AGENCY
SPECIAL TERMS AND CONDITIONS TO SAFEGUARD FEDERAL TAX INFORMATION

Federal statute, regulations and guidelines require that all Contracts for services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for tax administration purposes include the provisions contained in this exhibit. (See 26 U.S.C. §6103(n); 26 C.F.R. §301.6103(n)-1(a)(2) and (d); Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 8-2010), Section 5.5 and Exhibit 7.)

The Contractor agrees to comply with 26 U.S.C. §6103(n); 26 C.F.R. §301.6103(n)-1; IRS Publication 1075 (Rev. 8-2010); and all applicable conditions and restrictions as may be prescribed by the IRS by regulation, published rules or procedures, or written communication to the Contractor. (See 26 C.F.R. §301.6103(n)-1(d); IRS Publication 1075 (Rev. 8-2010).)

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- (7) No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.²

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

² A 30 minute disclosure awareness training video produced by the IRS can be found at <http://www.irsvideos.gov/Governments/Safeguards/DisclosureAwarenessTrainingPub4711>

REFERENCES

26 U.S.C. §6103(n)

Pursuant to regulations prescribed by the Secretary, returns and return information may be disclosed to any person, including any person described in section 7513 (a), to the extent necessary in connection with the processing, storage, transmission, and reproduction of such returns and return information, the programming, maintenance, repair, testing, and procurement of equipment, and the providing of other services, for purposes of tax administration.

26 C.F.R. §301.6103(n)-1 Disclosure of returns and return information in connection with procurement of property and services for tax administration purposes.

(a) *General rule.* Pursuant to the provisions of section 6103(n) of the Internal Revenue Code and subject to the requirements of paragraphs (b), (c), and (d) of this section, officers or employees of the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, are authorized to disclose returns and return information (as defined in section 6103(b)) to any person (including, in the case of the Treasury Department, any person described in section 7513(a)), or to an officer or employee of such person, to the extent necessary in connection with contractual procurement of

(1) Equipment or other property, or

(2) Services relating to the processing, storage, transmission, or reproduction of such returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for purposes of tax administration (as defined in section 6103(b)(4)).

No person, or officer or employee of such person, to whom a return or return information is disclosed by an officer or employee of the Treasury Department, the State tax agency, the Social Security Administration, or the Department of Justice, under the authority of this paragraph shall in turn disclose such return or return information for any purpose other than as described in this paragraph, and no such further disclosure for any such described purpose shall be made by such person, officer, or employee to anyone, other than another officer or employee of such person whose duties or responsibilities require such disclosure for a purpose described in this paragraph, without written approval by the Internal Revenue Service.

(b) *Limitations.* For purposes of paragraph (a) of this section, disclosure of returns or return information in connection with contractual procurement of property or services described in such paragraph will be treated as necessary only if such procurement or the performance of such services cannot otherwise be reasonably, properly, or economically carried out or performed without such disclosure.

Thus, for example, disclosures of returns or return information to employees of a Contractor for purposes of programming, maintaining, repairing, or testing computer equipment used by the Internal Revenue Service or a State tax agency should be made only if such services cannot be reasonably, properly, or economically performed by use of information or other data in a form which does not identify a particular taxpayer. If, however, disclosure of returns or return information is in fact necessary in order for such employees to reasonably, properly, or economically perform the computer related services, such disclosures should be restricted to returns or return information selected or appearing at random. Further, for purposes of paragraph (a), disclosure of returns or return information in connection with the contractual procurement of property or services described in such paragraph should be made only to the extent necessary to reasonably, properly, or economically conduct such procurement activity. Thus, for example, if an activity described in paragraph (a) can be reasonably, properly, and economically conducted by disclosure of only parts or portions of a return or if deletion of taxpayer identity information (as defined in section 6103(b)(6) of the Code) reflected on a return would not seriously impair the ability of the Contractor or his officers or employees to conduct the activity, then only such parts or portions of the return, or only the return with taxpayer identity information deleted, should be disclosed.

(c) *Notification requirements.* Persons to whom returns or return information is or may be disclosed as authorized by paragraph (a) of this section shall provide written notice to their officers or employees

- (1) That returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized by paragraph (a) of this section;
- (2) That further inspection of any returns or return information for a purpose or to an extent unauthorized by paragraph (a) of this section constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution;
- (3) That further disclosure of any returns or return information for a purpose or to an extent unauthorized by paragraph (a) of this section constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution;
- (4) That any such unauthorized further inspection or disclosure of returns or return information may also result in an award of civil damages against any person who is not an officer or employee of the United States in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure or the sum of actual damages sustained by the plaintiff as a result of such unauthorized disclosure or inspection as well as an award of costs and reasonable attorneys fees; and
- (5) If such person is an officer or employee of the United States, a conviction for an offense referenced in paragraph (c)(2) or (c)(3) of this section shall result in dismissal from office or discharge from employment.

(d) *Safeguards.* Any person to whom a return or return information is disclosed as authorized by paragraph (a) of this section shall comply with all applicable conditions and requirements which may be prescribed by the Internal Revenue Service for the purposes of protecting the confidentiality of returns and return information and preventing disclosures of returns or return information in a manner unauthorized by paragraph (a). The terms of any Contract between the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, and a person pursuant to which a return or return information is or may be disclosed for a purpose described in paragraph (a) shall provide, or shall be amended to provide, that such person, and officers and employees of the person, shall comply with all such applicable conditions and restrictions as may be prescribed by the Service by regulation, published rules or procedures, or written communication to such person. If the Service determines that any person, or an officer or employee of any such person, to whom returns or return information has been disclosed as provided in paragraph (a) has failed to, or does not, satisfy such prescribed conditions or requirements, the Service may take such actions as are deemed necessary to ensure that such conditions or requirements are or will be satisfied, including—

- (1) Suspension or termination of any duty or obligation arising under a Contract with the Treasury Department referred to in this paragraph or suspension of disclosures by the Treasury Department otherwise authorized by paragraph (a) of this section, or
- (2) Suspension of further disclosures of returns or return information by the Service to the State tax agency, or to the Department of Justice, until the Service determines that such conditions and requirements have been or will be satisfied.

(e) *Definitions.* For purposes of this section—

- (1) The term *Treasury Department* includes the Internal Revenue Service and the Office of the Chief Counsel for the Internal Revenue Service;
- (2) The term *State tax agency* means an agency, body, or commission described in section 6103(d) of the Code; and
- (3) The term *Department of Justice* includes offices of the United States Attorneys.

IRS Publication 1075 (Rev. 8-2010) Section 5.5 Control over Processing

Processing of FTI, in an electronic media format, including removable media, microfilms, photo impressions, or other formats (including tape reformatting or reproduction or conversion to punch cards, digital images or hard copy printout) will be performed pursuant to one of the following procedures:

5.5.1 Agency Owned and Operated Facility

Processing under this method will take place in a manner that will protect the confidentiality of the information on the electronic media. All safeguards outlined in this publication also must be followed and will be subject to IRS safeguard reviews.

5.5.2 Contractor or Agency Shared Facility – Consolidated Data Centers

Recipients of FTI are allowed to use a shared facility but only in a manner that does not allow access to FTI by employees, agents, representatives or Contractors of other agencies using the shared facility.

Note: For purposes of applying sections 6103(l), (m) and (n), the term “agent” includes Contractors. Access restrictions pursuant to the IRC authority by which the FTI is received continue to apply. For example, since human services agencies administering benefit eligibility programs may not allow Contractor access to any FTI received, their data within the consolidated data center may not be accessed by any Contractor of the data center.

The requirements in Exhibit 7, Contract Language for General Services, must be included in the Contract in accordance with IRC Section 6103(n).

The Contractor or agency-shared computer facility is also subject to IRS safeguard reviews.

Note: The above rules also apply to releasing electronic media to a private Contractor or other agency office even if the purpose is merely to erase the old media for reuse.

Agencies utilizing consolidated data centers must implement appropriate controls to ensure the protection of FTI, including a service level agreement (SLA) between the agency authorized to receive FTI and the consolidated data center. The SLA should cover the following:

1. The consolidated data center is considered to be a “Contractor” of the agency receiving FTI. The agency receiving FTI – whether it is a state revenue, workforce, child support enforcement or human services agency – is responsible for ensuring the protection of all FTI received. However, as the “Contractor” for the agency receiving FTI, the consolidated data center shares responsibility for safeguarding FTI as well.
2. Provide written notification to the consolidated data center management that they are bound by the provisions of Publication 1075, relative to protecting all federal tax information within their possession or control. The SLA should also include details concerning the consolidated data center’s responsibilities during a safeguard review and support required to resolve identified findings.
3. The agency will conduct an internal inspection of the consolidated data center every eighteen months (see section 6.3). Multiple agencies sharing a consolidated data center may partner together to conduct a single, comprehensive internal inspection. However, care should be taken to ensure agency representatives do not gain unauthorized access to other agency’s FTI during the internal inspection.
4. The employees from the consolidated data center with access to FTI, including system administrators and programmers, must receive disclosure awareness training prior to access to FTI and annually thereafter and sign a confidentiality statement. This provision also extends to any Contractors hired by the consolidated data center that has access to FTI.

5. The specific data breach incident reporting procedures for all consolidated data center employees and Contractors. The required disclosure awareness training must include a review of these procedures.
6. The Exhibit 7 language must be included in the Contract between the recipient agency and the consolidated data center, including all Contracts involving Contractors hired by the consolidated data center.
7. Identify responsibilities for coordination of the 45-day notification of the use of Contractors or sub-contractors with access to FTI.

Note: Generally, consolidated data centers are either operated by a separate state agency (example: Department of Information Services) or by a private Contractor. If an agency is considering transitioning to either a state owned or private vendor consolidated data center, the Office of Safeguards strongly suggests the agency submit a request for discussions with Safeguards as early as possible in the decision-making or implementation planning process. The purpose of these discussions is to ensure the agency remains in compliance with safeguarding requirements during the transition to the consolidated data center.

26 U.S.C. §7213. Unauthorized disclosure of information

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), or (20) or (m)(2), (4), (5), (6), or (7) of section 6103.

Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

26 U.S.C. §7213A. Unauthorized inspection of returns or return information

(a) Prohibitions

(1) Federal employees and other persons
It shall be unlawful for—

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213 (a)(2) or under section 6104 (c).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103 (b).

26 U.S.C. §7431. Civil damages for unauthorized inspection or disclosure of returns and return information

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure -

- (1)** which results from a good faith, but erroneous, interpretation of section [6103](#), or
- (2)** which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of -

- (1)** the greater of -

- (A)** \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

- (B)** the sum of -

- (i)** the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

- (ii)** in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

- (2)** the costs of the action, plus

- (3)** in the case of a plaintiff which is described in section [7430\(c\)\(4\)\(A\)\(ii\)](#), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section [7430\(c\)\(4\)](#)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of -

- (1)** paragraph (1) or (2) of section [7213\(a\)](#),

- (2)** section [7213A\(a\)](#), or

- (3)** subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section [6103\(b\)](#).

(g) Extension to information obtained under section [3406](#)

For purposes of this section -

(1) any information obtained under section [3406](#) (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section [3406](#) or (subject to the safeguards set forth in section [6103](#)) for purposes permitted under section [6103](#) shall be treated as a violation of section [6103](#). For purposes of subsection (b), the reference to section [6103](#) shall be treated as including a reference to section [3406](#).

(h) Special rule for information obtained under section [6103\(k\)\(9\)](#)

For purposes of this section, any reference to section [6103](#) shall be treated as including a reference to section [6311\(e\)](#).

CALIFORNIA TECHNOLOGY AGENCY
LANGUAGE LINE SERVICES, INC.
STATE OF CALIFORNIA
CALIFORNIA TECHNOLOGY AGENCY

CONTRACT NUMBER 12-8669
FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES
IFB 12-131167 RE-BID 1 ADDENDUM 2
FOREIGN LANGUAGE EMERGENCY INTERPRETATION SERVICES

EXHIBIT E
IFB 12-131167 RE-BID 1

This is a placeholder. IFB 12-131167 Re-bid 1 will be placed here in the actual Contract.

EXHIBIT F
CONTRACTOR'S BID RESPONSE

This is a placeholder. The Contractor's bid response to IFB 12-131167 Re-bid 1 will be placed here in the actual Contract.



Response to IFB12-131167 Rebid 1
***Foreign Language Emergency
Interpretation Services***



Presented by
Language Line Services, Inc.
A LanguageLine Solutions Company

Due Date: March 19, 2013

Primary Contact:

Manny Solis
Strategic Account Executive
800-221-4207
msolis@languageline.com

Worldwide Headquarters

LanguageLine Solutions
1 Lower Ragsdale Drive, Building 2
Monterey, CA 93940 USA

ATTACHMENT 5: BID SUBMISSION CHECKLIST

Bidders must submit this form with their bid response.

- Does your bid response (submitted documentation) follow the format specified in the IFB Bidder's Instructions?

- Cover letter as identified in the Bidder's Instructions Section G. 2, Bidder Cover Letter with original signature (not stamped or electronic)
- Labeled and specified number of copies required as identified in the Bidder's Instructions Section E.6, Submission of Bid
 - One Original Final Bid and three (3) copies and one CD/DVD or Flash drive - **ORIGINAL SIGNATURE REQUIRED ON ORIGINAL BID (no stamped or electronic signature)**
- Cost data provided and sealed in separate envelope as identified in the Bidder's Instructions Section E.6, Submission of Bid

- Are the documents in your bid response in the order specified below?

- Bidder Cover Letter
- Bid Submission Checklist.....ATTACHMENT 5
- Intent to Bid Letter (Submit per the Key Action Dates).....ATTACHMENT 3
- Confidentiality Statement (Submit per the Key Action Dates).....ATTACHMENT 4
- Administrative Requirements AcceptanceATTACHMENT 2
- Bidder Customer References.....ATTACHMENT 6
- DVBE Participation ATTACHMENT 7
- Commercially Useful Function CertificationATTACHMENT 8
- Workers' Compensation Insurance Certification.....ATTACHMENT 9
- Payee Data Record (STD 204).....ATTACHMENT 10
- Contractor's Certification Clauses (CCC-307).....ATTACHMENT 11
- Darfur Contracting Act CertificationATTACHMENT 12
- Iran Contracting ActATTACHMENT 13
- Certification with the California Secretary of State
- Small Business Preference (if applicable)
- Non-Small Business Subcontract Preference (if applicable)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA) (if applicable)
- Target Area Agreement Preference Act (TACPA) (if applicable)
- Enterprise Zone Act (EZA) (if applicable)
- Local Agency Military Base Recovery Act (LAMBRA) (if applicable)
- Business Requirements Response.....ATTACHMENT 1
- Detail Cost Worksheet, Exhibit B-1 of Appendix A, Sample Standard Agreement and Exhibits, in a separately sealed envelope.
 - Are all costs entered on the cost worksheet?
 - Have the calculations for the above costs been checked for accuracy?

BIDDERS:

The state makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist participating Bidders in compiling their bid response. The bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bid response cannot be over emphasized.

Jim Moore
Chief Information Office

1 Lower Ragsdale Drive, Building 2
Monterey, CA 93940
Phone: (831) 648-7450
e✉: jmoore@languageline.com

March 18, 2013

Anthony Lucas
California Technology Agency
10860 Gold Center Drive
Suite 150 – Mail Room
Rancho Cordova, CA 95670

Dear Mr. Lucas:

On behalf of Language Line Services, Inc., A LanguageLine SolutionsSM Company, the Government Markets Team would like to thank you for the opportunity to respond to the California Technology Agency Invitation for Bid (IFB) for **Foreign Language Emergency Interpretation Services (IFB 12-131167 RE-BID 1)**.

From our company's founding by a San Jose police officer over 30 years ago, our mission has always been to help customers overcome language barriers. As you read this proposal, you will understand why no other language service provider can deliver the level of support to California PSAPs that LanguageLine Solutions can. What qualifies us to make this claim?

- **911 Industry Experience** - We support over 2,000 PSAPs nationwide, including the Top 20 Metro Areas providing nearly 3 million emergency interpretations annually. We operate on a scale ready to support the needs of California PSAPs, who must support the needs of the largest Limited English Proficient population in the country;
- **911 Trained Interpreters** - LanguageLine Solutions interpreters receive extensive 911 Interpreter Training, developed by LanguageLine Solutions and public safety trainers. This unique course gives interpreters the skills required to help PSAP gather the critical information they need to assess and respond to emergencies appropriately. Improved communication at this vital point helps save lives and property, but also helps conserve the limited resources of local agencies who might otherwise be responding to non-emergencies.
- **Reliability/Business Continuity** - We provide PSAPs failsafe access to interpreter services. With our main operational center in Monterey, California and fully redundant hot site outside of Chicago, we ensure access to emergency interpreter services not only around the clock, but also in the event of equipment failures or major disaster. Our Business Continuity Plan is regularly tested and ensures both equipment and personnel are prepared for the unexpected. Our investment in technology and fully redundant centers 2,000 miles apart help deliver on our promise and avoid service disruptions.
- **Comprehensive Account Management** - Since 2008, we have demonstrated our capacity to support California PSAPs with end user training, customer support, problem solving and additionally provide a conduit for feedback on our service. That dialog has been essential to creating close ties with the PSAP community that benefit the State, PSAPs and the people of California
- **Keeping Pace with Technology** - Our multimillion-dollar investment in people and an infrastructure to deliver emergency telephone interpretation services is second to none. That however is not the end. As technology allows more LEP callers to find new ways to reach out for help, we are committed to developing solutions to meet the communication challenges faced by NG911 in a multilingual environment.

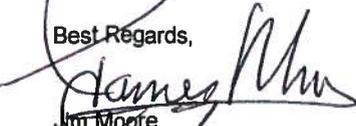
Our people, technology, and operational efforts demonstrate a dedication to provide California PSAPs with superior language services that allow them to comply fully with the Warren-911 Emergency Service Act, and ultimately improve public safety for all members of the community. As a California-based company, we also represent a stimulus to the State's economy, **supporting 339 California-based jobs** in 2011, representing

over **\$12 million in wages** and **State payroll taxes in excess of \$370,000**. We have supported public safety for 30 years and are in this industry for the long run.

With submission of this response, I declare that I am authorized to bind the company contractually. This offer is good for 180 calendar days from the date of our response. LanguageLine Solutions has available staff and the appropriate skills to complete performance under the Contract for all services and provide all deliverables as described in this IFB. We accept full Prime Contractor responsibility for controlling and delivering all aspects of the Contract and any Subcontractors on our team. We also agree to all terms herein.

Upon review of our IFB response, it is my firm belief you will judge LanguageLine Solutions to be the best value to support the foreign language emergency interpretation needs of the State of California, the PSAPs of California and the population they serve. Our 911 industry experience, investment in 1) 911 training for our interpreters, 2) fail-safe business continuity, 3) commitment to NG911 solutions for a multilingual public, and dedicated Account Management uniquely qualify us to retain this business. I look forward to your favorable decision and expanding our already strong working relationship with the PSAPs of California.

Best Regards,



Jim Moore

Chief Information Officer

Language Line Services, Inc. A LanguageLine Solutions Company

ATTACHMENT 1: BUSINESS REQUIREMENTS

A. INTRODUCTION

This section contains the detailed business and functional requirements pertaining to proposed services, as described in the Bidder's Instructions Section A, Purpose and Description of Services. In addition, this section addresses the Foreign Language Emergency Interpretation Services required for IFB 12-131167 Re-bid 1. Bidder's response to this section will be incorporated into the Contract.

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this IFB.

Bidders must meet and adhere to all of the requirements included in the Business Requirements of this IFB. **All requirements listed with a Mandatory (M) are scored as pass/fail.** A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Answering "No" to any of these Mandatory (M) requirements will result in a bid being deemed non-responsive and, therefore, will be disqualified.

B. RESPONSE TO REQUIREMENTS (M)

1. **MEETS REQUIREMENTS:** Bidders must initial in either a "Yes" or a "No" indicating their ability to meet each of the requirements. All mandatory requirements must indicate "Yes" in the bid response to be responsive. **(M)**
2. **RESPONSE:** Bidders must enter a response directly underneath the Business Requirement that provide evidence of their ability to meet each requirement to which they respond "Yes.". Bidder's response cannot reference a response to a previous requirement; each response shall be complete and independent of each other. **(M)**

NOTE TO BIDDER:

Use the State's format as provided in this section. **THIS FORM CAN BE MANIPULATED.**

Upon IFB response opening, all documents submitted in response to this IFB will become the property of the California Technology Agency, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et. Seq.) and subject to review by the public unless it's deemed proprietary trade secret information. This confidential information must be clearly marked and identified as such on each page of the response on which it appears. Simply marking the entire response as confidential will NOT suffice. If a Public Records Act request is received, the marked information will be independently assessed by the California Technology Agency as to whether or not the information is indeed exempt. If deemed non-exempt, the respondent will be notified of our intention to disclose it, giving the respondent an opportunity to intervene.

BUSINESS REQUIREMENTS

1. The Bidder shall provide documentation that Bidder possess not less than two (2) years of experience in providing foreign language emergency interpretation services by telephone on a 24 hour per day, seven (7) day per week, fifty-two (52) weeks per year basis. Documentation shall include a narrative that demonstrates and certifies that the Bidder meets this requirement.
(M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

LanguageLine Solutions was originally created in 1982 by a California police officer to meet the interpretation needs of public safety personnel in Santa Clara County, who faced language barriers following influx of resettled refugees from Southeast Asia. The original service grew rapidly and began providing services on-demand, 24 hours per day, seven days a week, 52 weeks per year.

Today, no other language services provider can offer the depth of 911 experience and professional interpreter support that LanguageLine Solutions brings to customers. What sets us apart?

- **High Volume 911 Experience:** LanguageLine Solutions interpreters support over 2,000 PSAPs nationwide, including the Top 20 Metropolitan Areas, with nearly 3 million emergency calls annually. Our interpreters not only have the training, but the real world experience—every day— that helps PSAPs serve their communities, regardless of language.
- **Interpreters Trained for 911:** Any interpreter handling a 911 call is required to complete LanguageLine Solutions proprietary 911 Interpreter Training Program, developed to prepare interpreters for the rigors and nuances unique to emergency interpreting. With a deep understanding of the nature and needs of PSAPs, interpreters are more effective partners for PSAP staff and 911 callers.
- **911 Industry Leadership:** We actively participate in the leading 911 trade groups NENA and APCO at the national and state levels, establishing a two-way platform for both providing language and cultural training to PSAP managers and staff, and to pull real life examples and best practices from our customers to share with all.

Every LanguageLine Solutions customer supporting public safety faces a unique set of local demographics that include linguistic diversity, varying levels of cultural assimilation, and lack of knowledge about 911. Finding qualified bilingual personnel often helps, but unfortunately, emergencies come in all languages that is hard to prepare for. PSAPs in all 50 states ranging from major metropolitan areas with huge multilingual populations to rural districts rely on LanguageLine Solutions every day to overcome language barriers when life and property are at risk. Representative examples that show the scale of our capabilities and commitment, and demonstrate a similar level of service that we provide to the PSAPs of California include:

New York City Police Department

LanguageLine Solutions has supported NYPD, including the 911 centers, since 1990. New York City is clearly America's largest and most linguistically diverse city. It also supports the most active language access programs in the country. We have worked jointly with NYPD and NYC Mayor's Office in a number of programs including in-language outreach to targeted LEP communities to combat domestic violence. LanguageLine Solutions supported the effort by providing on-demand interpretation services via cell phones to officers in the field and the 911 centers. NYPD also placed dual handset Language Line

Phones in all precincts citywide to help with interpretation of victims, witnesses and suspects under custody. We also translated public information brochures in 6 different languages, produced public service announcements for radio and TV in 4 languages and prepared translations of the Mayor's presentation launching the program. In 2012, we supported the 911 centers for requests in 79 languages.

City of Chicago Office of Emergency Management and Communications

Chicago 911 has been a customer since 1995. LanguageLine Solutions supports Chicago's 911 and 311 centers with on-demand access to interpreters, 24/7/365. In 2012, we provided support in 57 languages, to address police, fire, ambulance and other emergency services for the greater Chicago area.

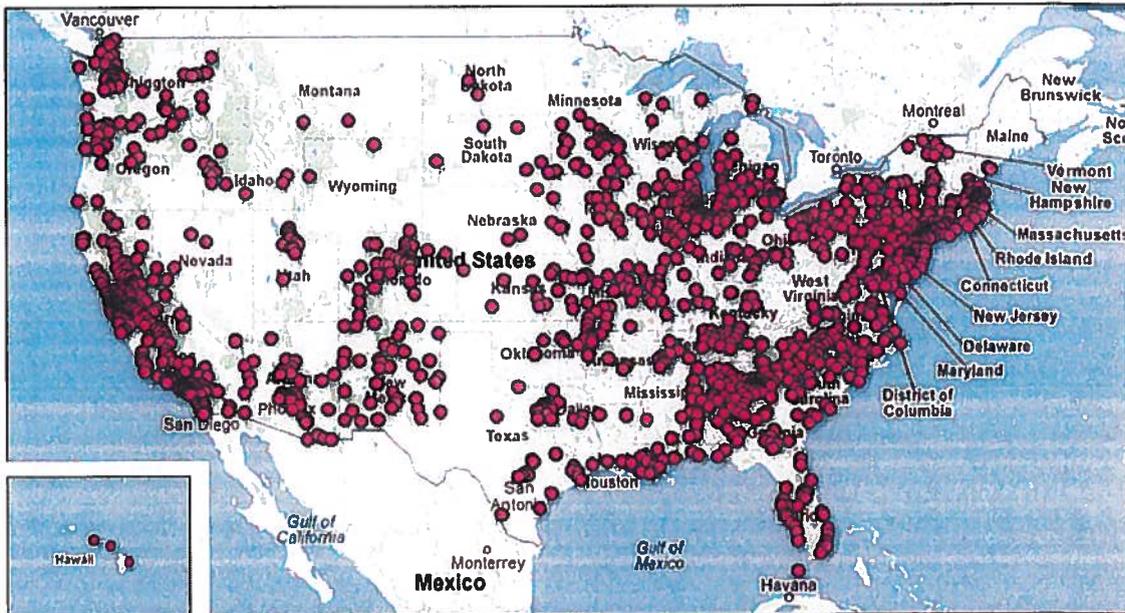
Las Vegas Metropolitan Police Department

Las Vegas 911 has been a LanguageLine Solutions customer since 1990. During this time, the City experienced an unprecedented surge in population, including significant growth of immigrant populations with limited English proficiency. As an international gambling/entertainment mecca, the city also attracts large numbers of international guests. This has resulted in dramatic shift in need for language interpretation for local agencies, and use of LanguageLine Solutions to ensure broad coverage. In 2012, LanguageLine Solutions supported requests for 49 languages.

When choosing a reliable business partner with 911 experiences, abundant capacity, exceptional quality and a commitment to public safety there is no more qualified partner than LanguageLine Solutions.



Language Line Services: Supporting PSAPs From Coast to Coast



2. The Bidder shall provide documentation that shows Bidder currently is or has handled, at a minimum, an average of 140,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "a 9-1-1 call related to a request for emergency services that requires immediate connection to an interpreter." Documentation shall include statistics within the last 12 months that include: the total number of the call volume in minutes, total average of call volume minutes, and a breakdown by customer name, identifying if the customer is a local government (city, county, etc.), state department or federal agency, total number of calls and total average of calls, total number of call minutes and total average of call minutes. As well as including a grand total of each column should meet the 129,000 minutes per month. Bidders shall use the Attachment 1-A, DOCUMENTATION TO SUPPORT THE BIDDER'S MINIMUM REQUIREMENTS FOR CALL VOLUME to include the required statistical information. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

LanguageLine Solutions currently supports PSAPs in all 50 states, totaling nearly 3 million emergency calls annually. Today we provide emergency interpretation services for the majority of PSAPs in California. Collectively the portion of California PSAPs that we support generates in excess of 134,000 minutes per month. Attachment 1-A: Business Requirements Documentation provides data on 18 individual 911 customers in California and across the country, who collectively used over 140,000 minutes per month over the most recent complete 12 month reporting period (March 2012-February 2013).

3. Bidder shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all foreign language emergency interpretation services provided throughout the term of this Contract. The Bidder shall work with the State to implement any changes within six (6) months of the regulation effective date at no cost to the State and no increase in rates.

The Bidder shall make any changes necessary to provide foreign language emergency interpretation services as industry requirements change. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed.

4. The Bidder shall require, as a condition of employment, for all interpreters that provide interpreter services for this Contract to sign and agree to uphold specified professional and ethical standards. The signed document shall include, at a minimum, the information contained in Appendix A, Exhibit A-2, Interpreter Services Code of Ethics, Professional Conduct and Confidentiality Statement. The Bidder shall provide a copy of their form that will be used to fulfill this requirement. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. Please refer to our attached forms (**Attachment LL1 – Interpreter Documents**) for our: Interpreter Code of Ethics, Code of Conduct: Interpreters, Translators, and Customer Agents, HIPAA Privacy Agreement, and the Fraud, Waste and Abuse Compliance Policy.

5. The Bidder shall provide a narrative on how Bidder can provide the required services for Foreign Language Emergency Interpretation Services. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Foreign Language Emergency Interpretation Services are provided through an interpreter workforce of 6,000 strong, working either from interpretation centers or remotely from dedicated home offices. Together, they support more than 170 languages. LanguageLine Solutions utilizes a business model unique in the telephone interpretation industry. Employee interpreters (rather than freelance contractors) support over 90% of our call volume. The benefits of the employee based interpreter workforce are that we are able to legally train, schedule and closely manage the interpreter team far more than is possible than relying on a contractor workforce, which is an industry norm.

The interpreter workforce is first screened, tested and put through initial training. Over time, interpreters have opportunities for additional, specialized interpreter training, preparing them for more complex interpreting situations. Training includes specialties like healthcare, court and specifically 911. Interpreters are only allowed to support PSAPs once they have successfully completed the 911 training.

PSAPs that establish accounts with LanguageLine Solutions are set up to receive 911-trained interpreters. PSAPs access the service via a toll free number. PSAPs may select the most convenient way to access a live interpreter, based on what works best for the PSAP. Common

access methods with California PSAPs today include speaking with a LanguageLine Solutions customer agent, who can connect the PSAP call taker to an interpreter. Alternatively, a PSAP may be set up to access the service through an automated IVR that provides voice prompts, which allow for a faster interface. Inbound requests from PSAPs to LanguageLine Solutions follow skill-based routing to the interpreter with the required skill set.

Regardless of the access method used, if assistance is required for language identification or any other reason, the PSAP call taker may work with a LanguageLine Solutions call agent for support.

6. The Bidder shall provide a narrative explaining the telephone terminal equipment that will be used to meet the following criteria: **(M)**
- a. Visual signaling for incoming calls
 - b. Audible signaling for incoming calls
 - c. Expansion capabilities to add additional lines

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

a. and b. The LanguageLine Solutions call center platform is an enterprise class Avaya Aura Communication Manager. Inbound calls are automatically delivered to agents in a skill-based environment. Audible alerting tone and screen POPS are delivered with each eligible inbound call.

c. LanguageLine Solutions engineers our primary (Monterey) and hot standby call center (Illinois) environments in a non-blocking design. Peak call volumes are currently 1,500 simultaneous interpretation calls at maximum. Our facilities are engineered to support 30% additional volume (2,000 simultaneous calls). Additional capacity can be used in tandem with our Volume Surge capabilities.

7. The Bidder shall provide a diagram and narrative detailing their telephone system and highlighting diversity and redundancy features. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

A comprehensive diagram of our telephony and interpreter network architecture is included as **Attachment LL2- Business Continuity Overview**. The plan is based on having two independent operational centers located over 2,000 miles apart, either of which is capable of handling 100% of our call volumes. The Business Continuity Overview details how these centers are equipped and connected to our greater interpreter network, and describes the activity involved in switching from one center to the other when the company switches to business continuity mode.

The investment in this level of redundancy and sophisticated telephony are examples of LanguageLine Solutions commitment to the growth of demand for interpreter services, as well as the growing number of ways in which LEP individuals reach out to our customers. LanguageLine Solutions is engaged in more strategic solutions to address communication opportunities and challenges presented by Next Generation 911, including text and video.

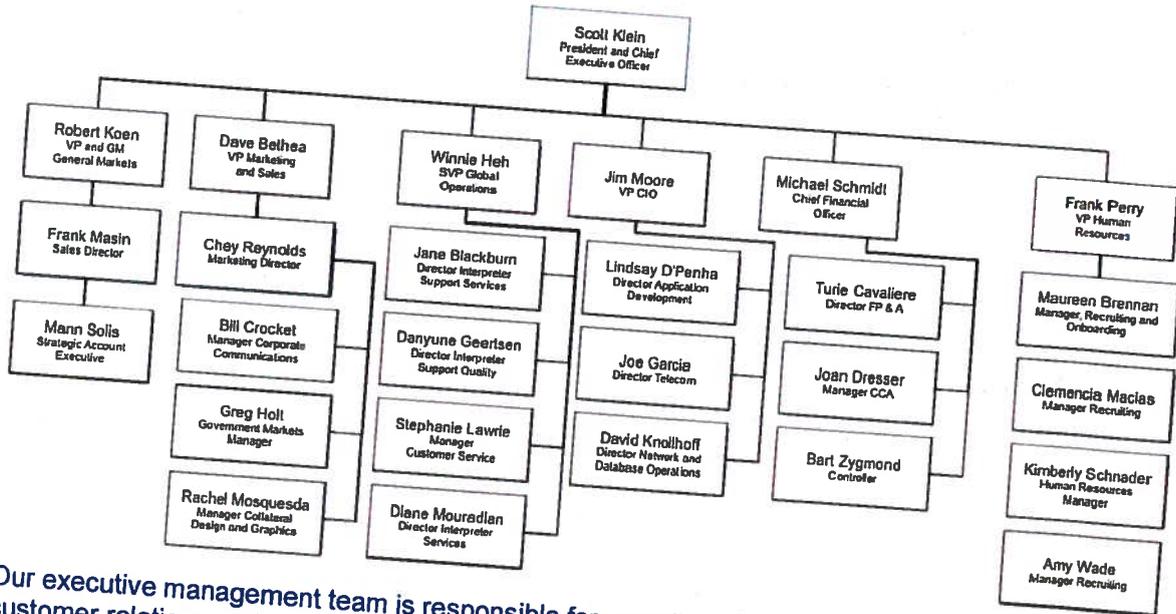
8. The Bidder shall provide an organizational chart accompanied by a narrative describing the

Bidder's management operations. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____
Response:

We have included a comprehensive organizational chart below (figure 1), highlighting the key members of executive team and the other individuals who will support efforts under this contract.

Figure 1 – Organizational Chart



Our executive management team is responsible for overall business operations, service delivery, customer relations and development opportunities. Whenever the State of California and LanguageLine Solutions need to address high-level issues, these are the executives with whom you will work.

Scott W. Klein • President and Chief Executive Officer.

Scott is a seasoned executive with many years of leadership experience and success with achieving profitable growth in a variety of industries. Most recently, Scott held the position of CEO of SuperMedia, Inc., a print and online publisher of yellow pages. Prior to that, Scott served as President and CEO of Information Resources, Inc. (IRI), a leading market research firm; President of the Consumer Industries, Retail & Energy division of Electronic Data Systems Corporation (EDS); President of PC Mall, Inc., a \$1.2 billion telesales, catalogue and Internet reseller of computer-related products; Executive V.P and COO for PrimeSource Building Products; as well as leadership roles with PepsiCo Inc.; and Procter & Gamble Company. A graduate of Syracuse University, Scott holds a B.S. in accounting.

Michael Schmidt • Senior Vice President, Finance and Chief Financial Officer.

Michael joined LanguageLine Solutions in July 2007. Prior to joining the company and since 2004, Mr. Schmidt was Senior Vice President of Finance, and was promoted to Chief Financial Officer and Executive Vice President of Autobytel (NASDAQ:ABTL); an automotive marketing and media services company. Prior to that and since 2002, Mr. Schmidt was Chief Financial Officer and Executive Vice President of Telephia, a market research company focused on the wireless communications industry.

Winnie Heh • Senior Vice President of Global Operations.

Winnie has an extensive background in call center management, new market development, and sales management. During the last 15 years, she has served in various capacities at LanguageLine Solutions—such as interpreter recruiting, testing, training, product and market development, and sales management. As VP of International Sales and Business Development, she led our entry into the UK market, culminating in securing the market leadership position for LanguageLine Solutions in the UK through the acquisition of Language Line, Limited in 2006. Prior to joining LanguageLine Solutions, she was a conference interpreter and an Adjunct Professor at the Monterey Institute of International Studies. She has an A.A. degree in Accounting and Statistics, a B.A. degree in English Literature and Language, and an M.A. degree in Translation and Interpretation.

Dave Bethea • Vice President of Marketing and Sales Support

Dave has had a distinguished career in marketing and sales. He has successfully held senior sales leadership roles within, and built major brands and products across, two different industries. Prior to joining LanguageLine Solutions, Dave was Executive VP - Sales at SuperMedia where he led multidimensional sales divisions generating more than \$1 billion in revenue, with over 1,200 teammates servicing a market of 360,000 clients. Prior to his appointment at SuperMedia, Dave served as regional Vice President of Operations for PrimeSource Building Products Inc., the nation's largest independent distributor of building products with annual revenues of \$1.3 billion. Bethea also served as Vice President of national accounts for PrimeSource with a six-year track record managing its sales force and portfolio of clients. Bethea holds a business management degree from California State University Fullerton, with graduate work in finance at The University of Texas at Dallas.

Robert Koen • Vice President & General Manager of Enterprise and Government Sales

Originally from South Africa, Robert managed and grew the distribution business for Lotus/IBM. He then relocated to the United Kingdom while with IBM and joined the marketing team for global strategic alliances. With IBM, he delivered revenue through partners and alliances in more than 30 countries. Rob has a proven record of success in sales leadership, international market penetration, business development, account management, consultative selling and negotiation. With a 15-year-plus track record driving revenue and business expansion with partners and alliances, Rob joined LanguageLine Solutions and its executive team in September 2011 and oversees General Markets, Government and Indirect sales teams. He and his family reside in Northern California.

James L. Moore • Chief Information Officer.

James joined LanguageLine Solutions in 2000, and has over 30 years of experience in information systems management. He was the CIO of Borland Software Corporation and Director of Information Systems of Softbank Content Services Inc. He earned his MS and BA in Engineering from California State University Northridge.

Frank A. Perry • Vice President of Human Resources

Frank Perry is a 30-year Senior HR executive with a strong emphasis in operations management and measurable success across domestic and international business industries. Frank is an expert at positioning the business to grow profits and an effective motivator of productive organizations and management teams. Most recently Frank was Senior V.P. of Human Resources for Lanoga

Corporation, later ProBuild Holdings, the nation's largest supplier of building materials with sales of \$6 billion.

He has managed full-service HR departments including an employee base of 23,500. Through his HR consulting practice, Perry Business Solutions, Frank has worked with such organizations as Habitat for Humanity, College Success Foundation, WA Mentoring and Zion Prep Academy focusing on both non-profit and for profit organizations. Frank strengthens LanguageLine Solutions with the experience and track record of building a motivated, goal-centric team of professionals.

9. The Bidder shall provide a narrative describing the recruitment and training procedures for language interpretation personnel. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

To ensure that we provide you with only the most knowledgeable and adept interpreters, LanguageLine Solutions evaluates each candidate through our rigorous testing, training, and internal certification program. The typical candidate to LanguageLine Solutions has minimum of two years of professional experience in addition to the professional training we provide. These individuals typically have college and post-graduate degrees. Others come to us with substantial previous experience. Regardless, every candidate is required to go through our "on-boarding" processes to demonstrate their ability to interpret. Over the years we have had found that our own internally developed standards are more consistent and useful for telephone interpretation than most external certifications

Our company has distinguished itself by using a four-step selection process conducted by our team of professional recruiters and testers. Even if a candidate survives the process, it does not guarantee a job.

Step One: Our recruiting staff screens all potential applications and resumes for prior experience with the language services industry. The staff also scrutinizes each candidate's language proficiency, general education, and work experience. We receive resumes from a broad variety of sources nationwide, such as the American Translator's Association and our company's own extensive referral program.

Step Two: We test each applicant's ability and suitability to become an interpreter. This test is important as we begin to identify the most appropriate and educated resources for our customers.

Step Three: We then test candidates for language proficiency in both English and the target language through an oral language proficiency interview. Candidates are assigned one of the following 5 ratings: Novice, Low Intermediate, High Intermediate, Advanced, or Educated Native Speaker Fluency. An applicant must rate as "Advanced" or above in order to proceed to step three.

Step Four: Finally, we subject all remaining candidates to our proprietary Interpretation Skills Assessment (ISA) exam. The ISA is a criterion referenced integrative test designed to test bi-directional, consecutive interpretation skills. The assessment consists of role-play situations that represent real-world situations from key industries in which LanguageLine Solutions interpreters will be working—healthcare, government, courts, financial services, insurance, and technology.

Our candidates must demonstrate competency and skills in the following areas:

- Language proficiency in both native and non-native language

- Understanding of industry protocols and terminology
- Deep understanding of the culture of both languages
- Memory and note-taking skills
- Competent interpreting skills
- Customer service skills
- These prospective interpreters are also evaluated on their ability to:
- Speak clearly
- Recognize and be sensitive to cultural differences
- Remain neutral
- Be professional and courteous
- Maintain accuracy in both languages
- Understand common industry procedures and practices
- Process information quickly and concisely

Background Checks

In order to ensure the overall quality and confidentiality of the interpretation experience, LanguageLine Solutions conducts a thorough background check on all interpreters through an outside security agency. The provider performs background verifications and scrutinizes each candidate's records, including criminal records and credit checks, for any suspicious activity dating back seven years or more. Employees' right to work in the United States is also confirmed through the E-Verify program.

In 2009, as the result of large Federal government contracts awarded to LanguageLine Solutions, the company began the process of performing background checks through the Department of Homeland Security, based on the Federal SF 85P Questionnaire (the document the Federal government uses for its employees in "public trust" positions). The Department of Homeland Security independently determines the suitability of LanguageLine Solutions interpreters to support work on Federal contracts that frequently include sensitive personal, health or financial information.

Once we have recruited the interpreters and they have completed our assessment process, all new hires enter our interpreter orientation training. Prior to orientation, all interpreter trainees receive an orientation handbook, glossaries of industry-specific terminology, and other interpretation support documents. And during orientation, interpreters review company policies, receive job training, and get shadowed by senior interpreters. As part of orientation training, trainees have their service evaluated and critiqued. They are also given suggestions on ways to improve their interpreting skills and presentation.

Orientation training covers:

- The basics of interpretation
- Customer service skills
- The role of the interpreter
- Review of industry standards
- Interpreter Code of Ethics
- Supervision, coaching and feedback
- Methods & procedures for call handling
- Interpreter evaluation and critique
- Interpreting skills

Once interpreters successfully complete training, they are qualified to handle basic customer service calls. As they gain more experience interpreting, they are provided additional training

opportunities that allow them to take more complex calls. Specialty training includes medical, court and 911 interpreting. The 911 Interpreter Training is more fully described in the response to Question 10.

10. The Bidder shall include a narrative of the language certification processes used to insure only qualified interpreters will be used on this contract. This shall include thorough recruitment and training procedures that must be in place to ensure the highest level of service from the contractor's interpretation personnel. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

In addition to our thorough recruitment and initial training program for interpreters discussed in Question 9, we provide additional training specific to interpreters working with PSAPs. LanguageLine Solutions created the 911 Interpreter Training Program in the 1990s, to ensure interpreters were well prepared for the unique interpreting requirements of 911 calls, and to more effectively work with 911 call takers.

LanguageLine Solutions 911 Interpreter Training Program

Because of the company's original focus supporting law enforcement personnel, LanguageLine Solutions has a clear understanding of the requirements of public safety agencies. The company's training and quality standards reflect those requirements. The 911 Interpreter Training Program was developed in tandem with police officers, 911-dispatch management, and professional 911 trainers. The process included site visits to PSAPs to study processes and requirements in public safety.

The 911 Interpreter Training Program includes proper call management, protocol, call scenarios, and call processing. The program is delivered in both a web-based format and with instructor-led sessions during which a trainer meets with the group in an over-the-phone session to discuss terminology and role-play scenarios. Following the instructor-led session, senior interpreters mentor interpreters during job shadowing. Mentors observe live calls and provide coaching.

The training includes the following crucial components:

1. 911 Call Management, including in-depth training on how to take 911 calls:
 - Obtaining crucial information: if there is a true emergency, interpreters are trained to obtain crucial information, such as what, where, and when.
 - Relaying the answers quickly to the dispatcher by prioritizing the information provided.
 - Being succinct when necessary.
 - Making a special effort to exercise control over the segment length.
 - Key to handling 911 calls:
 - ✓ Remaining neutral and impartial.
 - ✓ Remaining calm and maintaining composure at all times.
 - ✓ Remaining detached to avoid stress.
 - ✓ Listening for clues that the call may be an emergency.
2. Reviewing Actual 911 Call Scenarios, including calls involving:
 - ✓ Ambulance
 - ✓ Police Department or Sheriff's Office

- ✓ Fire Department
- ✓ 911 Call Situations
- ✓ Medical Emergencies
- ✓ Burglary
- ✓ Domestic Violence
- ✓ Missing Person Report
- ✓ Stolen Car/Bicycle Report
- ✓ Vehicle Recovery Report
- ✓ Noise Complaint
- ✓ Auto Accident
- ✓ Stolen Property Report
- ✓ Dispute
- ✓ Other emergency situations

3. Role-Playing Exercises with call scenarios developed based on real 911 calls

4. Typical Medical and Legal Terminology Used on 911 Calls

Stress Management Training Program

As interpreters take hundreds of 911 calls each month, they inevitably deal with the same on-the-job stress that the 911 dispatcher experiences. LanguageLine Solutions approached 911 centers to learn how they address stress cases. As a result, in 1999, LanguageLine Solutions implemented the Stress Management and Peer Counselor Program that has been used by Police Departments and 911 Centers in the State of California. The program was developed by Richard Behr and Kevin Willett, Public Safety Training Consultants and Police Officers, in conjunction with our Interpreter Training Manager.

The training covers:

- Stress in the Workplace
- Stress Facts
- Cumulative Stress
- Critical Incident Stress
- Coping Techniques
- Coping Strategies
- Personal Management and Relationship Skills
- The Peer Support Program

LanguageLine Solutions interpreters have access to the Peer Support Program at any time to defuse stress after a critical incident. The trainers and peer supporters were identified for their related educational background and previous work experience, as well as their outstanding performance.

Continued Collaboration between LanguageLine Solutions and PSAPs

LanguageLine Solutions has always maintained a close working relationship with the 911 community. LanguageLine Solutions, through its Voice of the Customer program, and continuously seeks feedback from 911 centers across the state for improvement opportunities. We also actively solicit feedback from them through national and state gatherings of NENA and APCO members.

A prime example of incorporating customer materials into our interpreter training was the recent distribution of background information on "chemical suicide" provided to us by a PSAP Training Manager who wanted to ensure our interpreters were aware of this growing trend for emergency

response. By distributing this type of information to our interpreters, they gain context for emerging issues and are able to more effectively interpret these types of situations. LanguageLine Solutions is proud of its 30-year history supporting emergency services agencies and we believe our 911 interpreter training is second to none. In the end, results are what counts and feedback from California PSAPs indicate the training pays off.

"I am a Police Dispatcher and I called for services relating to an auto burglary that was in progress. Translator #10685 did a wonderful job handling the caller and getting more information than I asked for. She was proactive at getting the information and knew what I needed before I asked her. She asked about weapons and clothing descriptions. She did it very appropriately when I was pausing to type and think of other questions, she was right on top of it. As a result of HER actions, we were able to get 2 auto burglary suspects in custody! Thanks again." – Oakland Police Department

"I would like to acknowledge Interpreter #6426 for his professionalism and excellent call processing skills. I was assigned to Systems Control, Friday, December 30, 2011 and processed a 911 call which required a Spanish Interpreter. I assured the caller to remain on the phone and would get her an interpreter. Interpreter #6426 immediately answered the phone and began to assist in calming the caller and interpreting medical questions and instructions. The verbal transitions from my questions to the callers were seamless even as the original caller passed the phone to someone else. Interpreter 6426 had excellent caller control when the caller was not listening or not answering the medical questions. His tone and demeanor were professional as it appeared the 2nd person on the phone wasn't listening. Please thank his for a job well done" – San Jose Police Department.

11. The Bidder shall provide a plan on how Bidder will restore language Interpretation services in the event of a disaster. The disaster response plan will address various points of failure and multiple restoration contingencies. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

LanguageLine Solutions provides on-demand interpretation services through a state-of-the-art telephony infrastructure connecting multiple call centers and remote interpreters to support more than 170 languages. 'Attachment LL2 – Business Continuity Overview' outlines the measures in place to provide failsafe access to interpreter services in the event of natural disasters and catastrophes, equipment failure, power outages and other circumstances that could affect service delivery.

12. The Bidder shall provide a narrative on a high speed emergency notification system to be used for crisis communications. This system must be capable of efficiently sending notifications via phone and/or e-mail to over 500 contacts/locations prior to, during and after a crisis or emergency, 24 hours per day, 7 days a week, 365 days per year. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

LanguageLine Solutions can support emergency communications using our cloud-based digital marketing communications system, used primarily for customer communication. Multiple users will be enabled to dispatch communications and an alternative system will be in place to provide

redundancy. LanguageLine Solutions will work with the State to develop and refresh a list of authorized contacts for this purpose to ensure readiness.

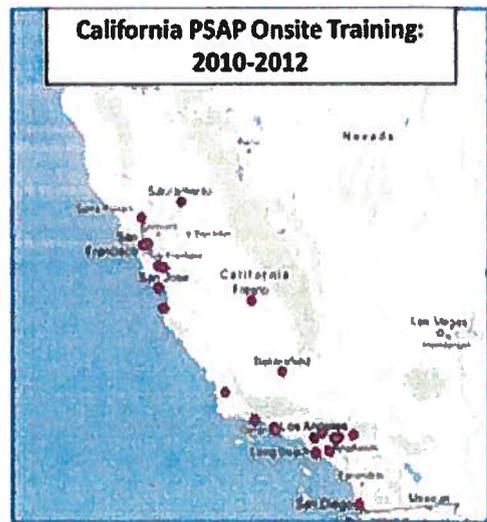
13. The Bidder shall provide a narrative on how the Bidder will provide training and/or participate in quarterly county coordinator meetings or quarterly or annual conferences, as requested by the State, to discuss the services provided by the Bidder and answer questions from the State and/or PSAP staff. Participation in meetings will be at the Contractor's expense. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

LanguageLine Solutions will provide training to California PSAPs in an increasing variety of ways. For the last three years, the State Account Executive has provided training to California PSAPs directly at the invitation of individual PSAPs or during county meetings, as well as through attendance at quarterly and annual conferences. A sample of participation in 2012 events includes the following on-site appearances:

- Ventura/Santa Barbara County PSAP Meeting, 1/10/12
- Los Angeles County Fire PSAP Training, 1/11/12
- Santa Clara County PSAP Meeting, 1/18/12
- Orange County PSAP Meeting 1/25/12
- Annual CalNENA Conference (San Diego) – with two breakout sessions 1/30-31/12
- Los Angeles County PSAP Meeting 2/9/12
- California 911 Advisory Board Meeting 3/20/12
- Ventura/Santa Barbara County PSAP Meeting 4/17/12
- San Diego County PSAP Meeting 5/29/12
- California 911 Advisory Board Meeting 6/5/12
- San Bernardino County PSAP meeting 6/6/12
- Los Angeles County PSAP meeting 6/28/12
- Ventura/Santa Barbara County PSAP Meeting 7/10/12
- California 911 Advisory Board Meeting 9/20/12
- CalNENA Fall Quarterly Meeting in Monterey 10/25/12
- Riverside County PSAP Meeting, 11/14/12
- San Diego County PSAP Meeting, 12/13/12



Participation in these meetings and training sessions is arranged at a time convenient for the PSAP and can include multiple shifts in a day. Topics presented can be customized to the audience and may range from beginner training on how telephone interpretation for 911 works, to more in-depth discussion of tips for working with interpreters during emergencies. At the 2012 CalNENA Training Conference, LanguageLine Solutions introduced a new training presentation a highlighting the language and cultural issues that complicate 911 calls. The presentation covered the results of a survey from over 260 LanguageLine Solutions interpreters representing 48 different languages, and identified those issues that our interpreters observed slowing down communication for PSAP personnel. The presentation provided tips for PSAP personnel to understand language and cultural issues and provide some strategies on how to work through them to get the vital information needed.

Because training is so vital to PSAP personnel and due to the ongoing need, LanguageLine Solutions has been working to adapt more training to web-based presentations that can be accessed by customers at a time and place convenient for them.

In addition to live training that is conducted, PSAPs also have access to a range of customer training and support tools that can be used in the PSAP or in the field. These include:

Customer Support Tools:

Quick Reference Guides: The most common and helpful instructional aid is the Quick Reference Guide (QRG), pictured here. The QRG provides users their account information, dialing instructions and the information they need to access an interpreter.



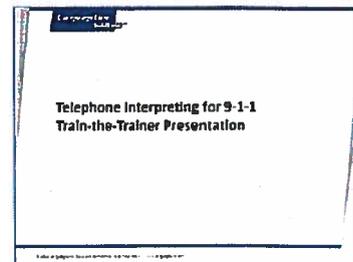
Wallet Card: This is a business card-sized version of the Quick Reference guide. It is easy to use when your work takes you outside the office or to a remote location.



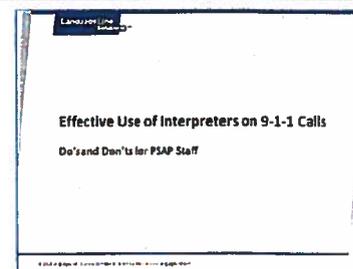
"Hold Please" Training Kit: This kit consists of six phrases in 25 languages, designed to help customers identify the Limited English Proficient callers' language and inform them an interpreter is being called. The phrases are available in booklet form, as well as audio recordings on CD and cassette. The phrases include: "Hello", "Do you speak (name of language)" "Yes" and "Please hold for an interpreter."



Train the Trainer: This presentation is appropriate when it is difficult to assemble large numbers of end users at one time or when new users routinely need to be trained. The presentation can be on a computer, projector, or can be provided as handouts. The information covered is a good reference for those administering the service within the PSAP.



Effective Use of Interpreters on 911 Calls: This presentation covers the do's and don'ts of working with 911 interpreters. Working with audio clips of a simulated 911 scenario involving CPR, the presentation illustrates best practices and pitfalls of working with an interpreter when seconds count.



Language ID Card



Translated into over 90 languages on this popular card is the statement *"Point to your language. An interpreter will be called at no expense to you."* The languages are grouped by the geographical region of the world where they are most commonly used. In face-to-face situations, the LEP person can self-identify their language, so you can request the correct language.

"Interpretation Services Available" Desktop Poster and Display

These tools include either an 8 1/2" x 11" self-standing display or 18" x 24" poster. The purpose of the standing display is to alert limited English-proficient persons about the availability of Interpreter Services at your facility and to help staff identify the preferred language of the person and their family members and friends in the same way the Language ID card does. Desktop displays are appropriate at front desk areas of any organization while posters are well suited for public areas such as main entrances.



14. The Bidder shall provide a narrative on how the Bidder will provide accurate and timely foreign language emergency interpretation services for the State and local government PSAPs call takers who receive emergency calls on 9-1-1 and other designated emergency telephone lines from emergency callers who speak a language other than English. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

We support interpreter accuracy through a closely managed interpreter network, which is supported by our employee-based interpreter-staffing model. Employee interpreters, rather than freelance contractors, provide more than 90% of interpretations. Close management begins with initial interpreter recruiting, testing and training, as described in Question C9 and is directly enhanced by the additional 911 Interpreter Training detailed in Question C10. We also do not subcontract out to third party providers and take full responsibility for the service we provide. With the infrastructure and trained personnel we have in place, supporting more than 170 languages, we provide a consistent user experience for PSAPs across the languages we support.

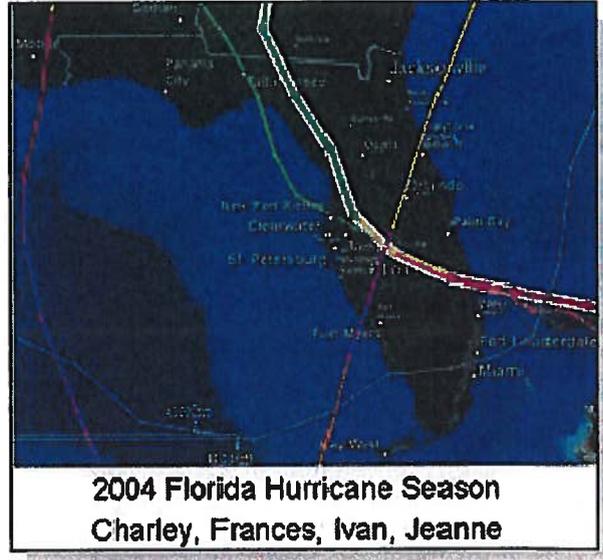
LanguageLine Solutions meets the challenge of providing timely interpretation services through use of state-of-the art call center technology that helps us staff based on historical usage while managing demand for interpretation services real time. This is a challenge in any call center environment that supports only English-speaking calls. When an organization manages staff for more than 170 languages, it requires additional preparation and support. To coordinate this effectively, we use the Blue Pumpkin Enterprise Scheduling System. This system is one of the most robust scheduling programs available in the market today. The scheduling focuses on 3 key areas.

- **Strategic Planning:** Helps to anticipate future business requirements and future impacts on the resources and skills needed.
- **Workforce Management:** Helps optimize staff use to maximize interpreter availability.
- **Performance Optimization:** Enhances, measures, tracks, and reports individual and group performance to improve operational performance and create a competitive advantage through customer service.

Our second key software solution is the Avaya Enterprise Real-Time CMS System. The Avaya Enterprise Real-Time CMS System, together with a proprietary service level alarm system, ensures that services are delivered at all times by identifying peaks in demand and allowing for timely response.

Our ability to schedule interpreters in high demand languages ensures greater interpreter availability, and also creates relationships in which it is easier to access and maintain interpreter resources during needs arising from volume surge situations.

LanguageLine Solutions also makes use of our LanguageTrak service, research from our own proprietary demand records that identifies regional language needs and real-time emerging languages. LanguageTrak offers an additional data source that is useful for agency planning for major emergencies, and for us to anticipate the need for interpreter services. Florida and Gulf hurricanes are the best examples of how spikes in demand affect pre- and post-event interpretation demand.



15. The Bidder shall provide a narrative on how Bidder will determine the emergency caller's spoken language and how the Bidder will connect the emergency call with the appropriate interpreter. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

PSAP call takers are often familiar with identifying the most commonly spoken languages in their community. When they are not able to identify what language a caller is speaking, LanguageLine Solutions agents are standing by to support, and escalate if necessary to help identify the language.

Customers request language identification hundreds of times a day. Often the process is relatively easy to complete. While many LEP callers may have limited English skills — they often understand a little English. Starting with the simplest solution, we try asking direct, basic questions like:

- "What language do you speak?"
- "What country are you from?"
- "What is your name?"

Answers to these questions help identify the language or at least provide some information to work with. If the agent is not able to get the answer, the call can be escalated to a language specialist or interpreter, who would have a much better ear for the spoken language and can work with the PSAP call taker to find the right language fit. Once the correct language is identified, the agent will connect the call to the interpreter for that language with the appropriate skill set (i.e. 911 training).

With experience working with a wide range of customers over time, LanguageLine Solutions has developed a number of tools to assist customers with language identification, for both over-the-phone and face-to-face situations. These are described in response to Question 13.

16. By signing this Bid, Bidder shall agree that in the event interpretation service for Spanish, Vietnamese, Mandarin, Cantonese, Korean, and Russian does not begin within 60 seconds of the emergency caller's language being identified, **the State shall not be charged** for any interpretation services provided for the duration of the call. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed.

17. By signing this Bid, Bidder shall agree that interpretation services for all other languages that do not begin within 120 seconds of the emergency caller's language being identified are subject to the same penalty (as stated above on #16). **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed.

18. By signing this Bid, Bidder shall agree for each event an interpretation service request for any of the 96 non-English languages (listed in Exhibit A-1, Combined Foreign Language Interpretation Statistics) results in a customer being told *no interpreter is available or foreign language is not available, the Contractor shall be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for that month in which the no interpreter available or foreign language event occurs. These penalties shall be assessed monthly and shall be itemized and deducted from the appropriate monthly invoice total. An audit of the Contractor's monthly invoice shall be done at the State's discretion **(M)**

Example: Penalty (deducted from applicable monthly* invoice) = Cost of PSAP's average interpreter call for the month* x number of "event" occurrences.

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed.

19. By signing this Bid, Bidder shall agree that foreign language emergency interpretation services as identified in these requirements shall be, 24-hours a day, seven (7) days per week, and 365 days per year. Interpreter Services shall only be handled by a live Interpreter Customer Service Representative. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. Interpretation services are available 24 / 7 / 365, and are provided by live interpreters. PSAPs may connect to live interpreters in a manner best suited to their own telephony infrastructure, local demographics and standard operating procedures within the PSAP. For California PSAPs today, this is typically either via a live customer agent or through an automated access platform.

20. By signing this Bid, Bidder shall agree to provide a toll-free telephone number that provides access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. All PSAPs under this agreement will have toll-free access to interpreter services from anywhere in the State of California, 24-hours a day, seven (7) days per week, 365 days per year.

21. By signing this Bid, Bidder shall agree during the course of the Contract, which Bidder shall provide any additional languages not listed on Appendix A, Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics that may be required. Any additional languages shall be provided at the contracted rate bid in this IFB. The contract value shall be based upon actual usage and the State cannot guarantee any specific amounts or be held responsible for any increase or reduction in usage. At a minimum, Bidder shall provide interpretation services for the 96 languages listed on Appendix A, Exhibit A-1, Combined Foreign Language Emergency Interpretation Statistics. The call statistics reflect the total of the self-reported 2012 calendar year call data received from two (2) vendors the CA 9-1-1 Division provided payment to on behalf of PSAPs using their services for Foreign Language Emergency Interpretation Services. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. LanguageLine Solutions provides interpreters in more than 170 languages today, including those listed on Appendix A, Attachment 1, Exhibit A-1 of this IFB. When the State identifies the need to support an emerging language, LanguageLine Solutions will work with the State to understand the size and circumstances of this new population, and the needs for ongoing interpretation. This will determine the scope of recruiting efforts. Each language or immigrant group that arrives in California has a unique story and set of circumstances. History has demonstrated that once the need for an emerging language is understood, recruiting efforts to find qualified interpreter candidates and then to test and train them can vary.

22. By signing this Bid, Bidder shall agree to provide web site portals that shall be used by State and PSAP representatives to access information related to this Contract. The web-site portals shall be accessible using the latest versions of industry standard browsers. The Bidder shall issue and manage User Ids that shall be assigned and correspond to viewable information identified by the State. The State shall meet with the Bidder within 30 days after Contract award to identify management of the user ids and accessible information. (M)

The web site information shall include:

- a. Bidder's Foreign Language Emergency Interpretation toll-free number;
- b. Bidder's Customer Service toll-free number;
- c. PSAP access to their respective PSAP Account for services and call data reports
- d. State access to statewide PSAP and individual PSAP services and call data reports

e. Link to State web-site

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. LanguageLine Solutions will meet with the State to identify data requirements for this site and work through management and access to required information.

LanguageLine Solutions has supported California PSAPs with an online Language Resource Center since 2008, providing information on how to sign up for service, order training and support tools and to find more information for working with interpreters more effectively.

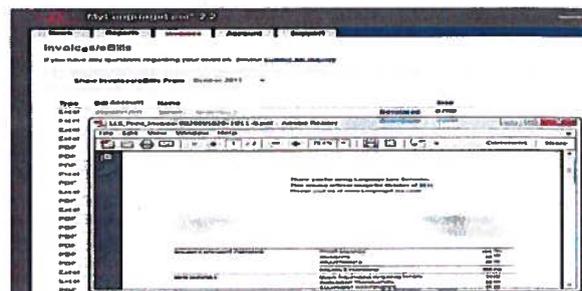
Under a new contract, we will introduce the State and PSAPs to our new online reporting portal, MyLanguageLine. State and individual PSAP representatives would be able to view reports and statistics required under this IFB. MyLanguageLine provides customers a secure on-demand way

to access your call and usage data any time, 24 / 7 / 365 through easy to use access using any of a number of commercial web-browsers. This simple-to-use system provides accessibility to your organizations call data, usage statistics, time-of-day language distribution and many more useful analysis tools to aid in your review of the effectiveness of using over-the-phone interpretation.

My.Languageline.com offers authorized users access to a secure, password-protected center for reports, invoices & communication with LanguageLine Solutions such as:



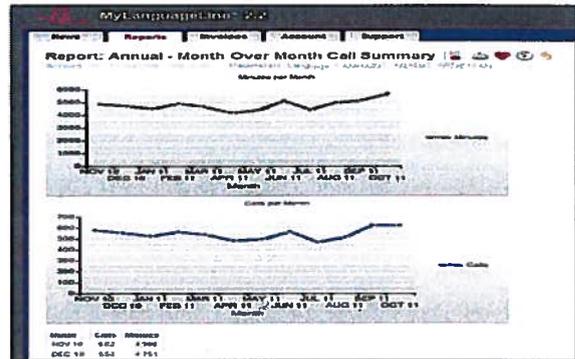
- Access Billing and Usage Reports
- View Language Trends and usage over time
- Download your usage data to excel for further analysis
- View and download your past invoices
- Submit detail Voice of Customer (VOC) for a specific Call
- Schedule reports to be delivered to your email inbox
- Call Detail Reports



For data analysis beyond the monthly e-Bill or standard reports, we offer access to on-demand reports through our **Online Portal, MyLanguageLine**. This portal provides customers a secure on-demand way to access your call and usage data any time, 24 / 7 / 365 through easy to use access using most web browsers. This simple-to-use system provides accessibility to your organizations call data, usage statistics, time-of-day language distribution and many more useful analysis tools to aid in your review of the effectiveness of using over-the-phone interpretation. MyLanguageLine

offers authorized users access to a secure, password-protected center for reports, invoices and communication with LanguageLine Solutions including the ability to:

- Access Billing and Usage Reports
- View Language Trends and usage over time
- Download your usage data to excel for further analysis
- View and download your past Invoices
- Submit detail Voice of Customer (VOC) for a specific Call
- Schedule reports to be delivered to your email inbox



The system is designed to be intuitive and easy to use. Once you begin exploring, you will find a variety of useful reports and information specific to your LanguageLine Solutions account.

You can see an online demo of MyLanguageLine at <https://my.languageline.com/videos/demov2/>

23. By signing this Bid, Bidder shall agree to provide prompt, professional customer service to all PSAPs between the hours of 7:00 am and 6:00 pm Pacific Time (PT), Monday through Friday, excluding all federal and California State holidays. After hours and on federal and California State holidays, a contact telephone number must be made available to the PSAPs for urgent or emergency customer service support matters. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. The LanguageLine Solutions Customer Service Department is accessible toll free between the hours of 6:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday. The department can handle a wide range of questions including billing and service questions, technical and language questions, reordering support tools, etc. For after-hours, weekends and holidays, escalation for technical emergencies is available by calling the same number and simply pressing "0". These calls go to our Interpreter Response Center (IRC). The IRC is staffed 24 / 7 / 365 and has access to the IT and Operations department at all times.

In addition, the State and PSAP's can report any service issues online through our Voice of the Customer (VOC) process. Issues can include a variety of items ranging from technical problems (sound quality) to interpreter critique and commendations. All VOC reports are logged and requests for callbacks or credits responded to within 48 hours. An electronic copy of the comment is simultaneously forwarded to each department with a role in solving the specific concern. This enables LanguageLine Solutions to provide our customers timely and satisfactory resolutions while providing input for interpreter training programs and sometimes for our customers.

The VOC process allows timely intervention with the interpreter workforce when a customer concern is raised. The Interpreter Operations Manager, the Interpreter Quality Manager and the Sales Manager receive a copy of the VOC. The Interpreter Operations Manager contacts the interpreter to gather more details about the incident and to share the customer's concern with the

interpreter. If necessary, a Senior Language Specialist will work directly with the interpreter to identify improvement areas based on the feedback from the customer.

24. By signing this Bid, Bidder shall agree to respond to customer service questions and concerns shall be handled as expeditiously as possible and according to the following criteria: **(M)**

- a. General questions of concern: Written response to a Customer or a PSAPs questions is due within 15 working days from initial contact. If an answer is incomplete at response due time, then the response shall be an update of steps taken thus far to answer the customer's question and an estimated completion date. If response is not provided within 15 days, the Contractor must provide an administrative contact to escalate the request.
- b. Request for material: An order for material and/or other handouts developed during the term of this Contract shall be mailed within two (2) working days from receipt of the request.
- c. All other requests: Timeframe requirements for all other requests shall be negotiated individually when the request is made.

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. These criteria are well within our publicized 2 working day turn-around on Voice of the Customer inquiries. There may be situations where additional time is needed to either review background or interview interpreters, but typically, items are resolved within our published timeframe.

25. By signing this Bid, Bidder shall agree that additional materials and services required by the State and necessary for providing foreign language emergency interpretation services shall be provided at no additional charge to the State. Describe how the Bidder would market their services to potential State and Local Governmental Agency customers. This marketing venture may include overview presentations at quarterly PSAP Manager meetings, mass mailing of program information. The Contractor will cover costs and provide materials for such marketing initiatives and the Contractor understands that marketing at specific locations is required. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. LanguageLine Solutions will continue to provide access to training material and training sessions at no cost to the State and the PSAP's. LanguageLine Solutions is currently working to adapt more of its 911 training material in alternative media to facilitate distribution and use of these by PSAPs at a time and place convenient for them. Under a new contract award, LanguageLine Solutions would promote the new contract through email, direct mail and through the statewide network of county coordinators, to help reinforce the message and manage communication with outlying PSAPs to ensure maximum coverage.

26. The Bidder shall provide a narrative on how Bidder will develop and deploy a method to monitor and assess the ongoing quality of the interpretation services provided under the terms of this Contract. The method shall be designed so as to continually improve the accuracy and effectiveness of language interpretations and emergency call handling and to identify and address any need for review and training of the service. Upon request, the Contractor must provide this information to the State. (M)

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Our Quality Assurance Department is responsible for interpreter quality and developing new training programs to address emerging needs. Quality Assurance is performed by Senior Language Specialists who conduct service observation via a conference bridge, without the interpreters' knowledge. Each call is measured against a set of prescribed quality metrics. Due to the confidential nature of any customer conversations, calls are not recorded for this purpose.

The frequency of evaluations depends on each interpreter's years of service and overall individual performance. Newly hired interpreters are closely monitored. We monitor our more experienced interpreters and those who consistently exceed performance expectations less frequently. Regardless, we use the same quality metrics as a baseline for all of our interpreters and expect them to live up to the high standards we have set.

During the performance monitoring process, each Senior Language Specialist evaluates major areas of customer services and interpreter skills, using the following rating standards:

Customer Service:

- (1) Open the call appropriately: the interpreter is trained to open each and every call with a professional greeting. The interpreter is also instructed to identify him or herself to both parties on the line (English speaker and the LEP).
- (2) Follow client's instructions: the interpreter must follow the client's instructions at all times and avoid providing any instructions on his/her own to either of the two parties on the line.
- (3) Use polite forms of expression: the interpreter is expected to be courteous and employ polite phrases in both languages. Some languages/cultures require a stricter use of polite forms of address, etc. The interpreter is familiar with the LEP's expectations, in terms of these polite forms, and will act accordingly.
- (4) Appropriate tone, patience, and courtesy: the interpreter is expected to maintain his/her poise at all times, and to remain patient and respectful toward both parties on the line.
- (5) Quiet working environment: the interpreter should secure a quiet working environment to avoid distractions or noise that might hinder the client's (or the client's) comprehension of message.
- (6) Close the call appropriately: the interpreter should be the last to close the call, and should make sure the client will not need any further assistance from him/her.

Interpretation Skills:

- (1) Offer accurate and complete rendition: the interpreter must remain faithful to the source language. The interpreter must clarify situations that may create confusion and should ensure

information is obtained in a manner workable for him/her for the sake of accuracy and completeness.

- (2) Demonstrate command of both languages: the interpreter must be able to demonstrate his/her linguistic ability in the language pair interpreted and must adhere to specific language syntax and grammar rules.
- (3) Manage the flow of the call: the interpreter should maintain the pace of the call (according to the urgency or non-urgency of the situation) and must provide a timely rendition, avoiding unnecessary pauses or garbling/slurring his/her speech.
- (4) Avoid taking over the call: the interpreter must not initiate questions on his/her own (only for clarification purposes).
- (5) Avoid interaction with LEP speaker without client's permission: the interpreter must keep the client informed of any exchanges he/she has with LEP for clarification purposes/repetitions, etc.
- (6) Remain impartial and unbiased: the interpreter must not provide his/her personal opinion at any time.
- (7) Use correct protocol for the industry: the interpreter is fully trained to understand the correct protocol for each industry interpreted in terms of first person versus third person usage.

Observation information is entered and tracked in an internally developed database. The Quality Assurance Manager reviews the data and identifies any significant trends. The manager also conducts monthly meetings with the Senior Language Specialists to enforce consistency and gather information on any major performance issues identified through observation.

A copy of each observation is then forwarded to the interpreter's manager in the Operations Department. If performance improvement areas are identified by the Senior Language Specialist, recommendations will be made on the Service Observation Summary Forms. The Senior Language Specialists also use an Interpreter Performance Development Plan for coaching and follow-up with interpreters. The Interpreter Performance Development Plan is forwarded to the manager, who can then determine if any additional developmental or disciplinary actions are necessary.

Quality Assurance managers periodically review the performance data to monitor the professional development of each interpreter. Managers also conduct monthly meetings with Senior Language Specialists to enforce consistency and gather information about any major performance issues identified through observation.

27. By signing this Bid, Bidder shall agree to compile and provide to the State Project Manager the following reports. All time measurements shall be in minutes (mm) and seconds (ss) as indicated below: **(M)**
- a. Monthly Data Report shall include:
 - 1) Number of calls
 - 2) Date of call
 - 3) Time of call occurrence
 - 4) Call duration (mm:ss) Length of time from incoming emergency call connection to an interpreter; this time is used by Contractor to apply cost per interpretation minute for each call
 - 5) Interpretation Start (ss) Length of time from language identification to interpreter

- connection.
- 6) Speed of Answer (ss) Length of time from language identification to interpreter connection.
 - 7) On hold/in-queue duration (ss) Length of time from Contractor Speed of Answer to Interpretation Start.
 - 8) Identify Language.
 - 9) If language used was contracted or non-contracted. (Languages appearing on Appendix A, Exhibit A-1, Combined Foreign Language Interpretation Statistics are contract, if language is not listed, it is defined as non-contract.)
 - 10) Call traffic pattern details
 - 11) PSAP name
 - 12) No Interpreter Available Penalty applied that will identify the language that was not available for each occurrence.
- b. Monthly Data Report must be submitted to the State Project Manager, unless otherwise requested. Monthly reports that are PSAP specific shall be submitted directly to the respective PSAP manager.
- c. Customer Service Report, this report shall provide a monthly period of issues and results of customer support issues. This report shall be submitted monthly to the State Project Manager, unless otherwise requested.
- d. Quarterly Historical Report, this report shall depict the previous twelve (12) months of data provided in the Monthly Data and Customer Support Reports. This report shall be submitted quarterly to the State Project Manager, unless otherwise requested.

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Agreed. Many of these reports and data elements are available through our standard reports and our online reporting portal, My.Languageline.com (reference our response to 22). There are a number of reports that will require custom work and clarification of the need as we progress. We are more than happy to work to more clearly define the requirements (e.g. call traffic pattern details) to match the needs of the PSAP's.

28. The Bidder shall provide documentation that describes the Bidder's code of ethics, professional conduct and confidentiality requirements that are required as a condition of employment for interpreters. The description shall also include how the required documents are maintained by the Bidder as well as how often the requirements are reviewed and or updated between the Bidder and employed interpreters. **(M)**

Bidder agrees to meet the requirement (initial one): Yes LLS No _____

Response:

Confidentiality is reinforced through a number of initiatives at LanguageLine Solutions. Throughout the initial training, interpreters undergo specific instruction on security and confidentiality. This training is mandatory for all interpreters and employees. We review our corporate security and privacy policies during orientation, and we regularly reexamine them at the departmental level. All of our interpreters and employees are required to sign and comply with our corporate confidentiality and non-disclosure agreements on an annual, basis. This is completed and tracked through our online interpreter-training portal to ensure compliance and to make it easier for the

interpreter to access the information at any time. Our HR team retains all of the records and signatures for compliance and potential audits.

In addition to this, interpreters also sign our Interpreter Code of Ethics. The first component of this code addresses confidentiality directly. It states:

The LanguageLine Solutions interpreters shall respect all confidences received in the course of interpreting. All information obtained by you in the course of your professional duties shall remain strictly confidential. This information shall not be communicated, published or in any way divulged to any organization or person, other than the organization or person engaging the services of the interpreter.

The Interpreter Code of Ethics outlines the expectations for interpreter behavior and sets the standard for our industry. The program was introduced in the 1990's and has been in use ever since. This code is taught and practiced during interpreter training and is reviewed with interpreters on a regular basis. A copy of this program is included as '**Attachment LL1 – Interpreter Documents.**' Our program is recognized throughout the industry and, as such, has been implemented by interpreter organizations across the country.

In addition to confidentiality, we have developed specific interpreter training covering compliance with a range of government privacy regulations including those applying to healthcare, financial services and insurance. As a result, HIPAA, the new Joint Commission Standards that went into effect in 2011, and FWA regulations, the Gramm Leach Bliley Act as well as other industry specific regulations are covered.

ATTACHMENT 1-A: BUSINESS REQUIREMENTS DOCUMENTATION

DOCUMENTATION TO SUPPORT THE BIDDER'S MINIMUM REQUIREMENTS FOR CALL VOLUME

The Bidder shall provide documentation that shows Bidder currently is or has handled, at a minimum, an average of 140,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "a 9-1-1 call related to a request for emergency services that requires immediate connection to an interpreter." Documentation shall include **statistics within the last 12 months that include:** total number of the call volume in minutes, total average of call volume minutes, and a breakdown, by customer name, identifying if the customer is a local government (city, county, etc.), state department or federal agency, total number of calls and total average of calls, total number of call minutes and total average of call minutes. As well as including a grand total of each column of should meet the 140,000 minutes per month. Bidders shall use the Attachment 1-A format to include the required statistical information.

LanguageLine Solutions requests that the State treat all data below in **bold font** as proprietary trade secret information. This data represents significant competitive intelligence about the market and very key customers and is therefore considered extremely sensitive.

Total number of call minutes within the last 12 months: 25,440,566 for 9-1-1
Total average of call minutes within the last 12 months: 2,120,047 for 9-1-1

STATISTICS WITHIN THE LAST 12 MONTHS						
	<u>CUSTOMERS</u>	<u>AGENCY TYPE</u> (state, city, county, federal)	<u>TOTAL # OF CALLS</u>	<u>TOTAL AVERAGE OF CALLS</u>	<u>TOTAL # OF CALL MINUTES</u>	<u>TOTAL AVERAGE OF CALL MINUTES</u>
1.	New York City PD/911	City	97,789	8,148	444,529	37,044
2.	City of Chicago	City	47,856	3,988	248,334	20,695
3.	Phoenix PD / 911	City	26,760	2,230	173,859	14,488
4.	City of Las Vegas	City	28,989	2,416	169,688	14,141
5.	City of San Francisco	City	16,047	1,137	91,547	7,629
6.	City of San Jose	City	13,948	1,162	87,749	7,312
7.	Monterey County	County	18,632	1,553	84,967	7,081
8.	City of Oxnard	City	13,688	1,141	60,207	5,017
9.	City of Los Angeles	City	5,486	457	42,620	3,552

<u>10.</u>	City of Long Beach	City	8,566	714	40,811	3,401
<u>11.</u>	City of Aurora	City	6,279	523	39,146	3,262
<u>12.</u>	City of Fresno	City	7,242	604	37,673	3,139
<u>13.</u>	Ontario Police and Fire	City	6,514	543	33,945	2,829
<u>14.</u>	LA County Fire	County	7,023	585	33,082	2,757
<u>15.</u>	San Diego Sherriff	County	5,970	498	32,676	2,723
<u>16.</u>	Kern County Sherriff	County	7,492	624	32,540	2,712
<u>17.</u>	Raleigh / Wake County Emergency	County	4,660	388	30,916	2,576
<u>18.</u>	King County 911	County	941	78	8,399	700

(BIDDER MAY ADD MORE CUSTOMERS TO TABLE, IF NEEDED.)

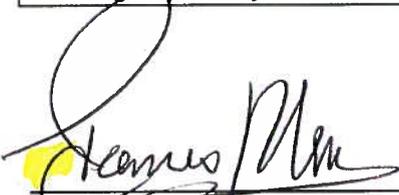
GRAND TOTALS:	323,882	26,990	1,692,688	141,057
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ATTACHMENT 2: ADMINISTRATIVE REQUIREMENTS ACCEPTANCE

PURPOSE/INSTRUCTIONS: The purpose of this attachment is for Bidders to acknowledge acceptance of the Administrative Requirements of this IFB. Bidders must complete this attachment, confirm agreement with each requirement, sign and date the attachment in the signature block and include the attachment in their bid response, as instructed in the Bidder's Instructions Section G, Additional Required Attachments (Mandatory). If Bidder's agreement with the requirement further requires submission of an additional form, exhibit, etc., Bidder must identify the location of this document in their bid response.

Bidders must meet and adhere to all of the requirements included in the Administrative Requirements Acceptance of this IFB. **All requirements listed with a Mandatory (M) are scored as pass/fail.** A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Answering "No" to any of these requirements (M) will result in a bid being deemed non-responsive and, therefore, will be disqualified.

Administrative Requirement	IFB Reference	Bidder Agrees to Requirement (Yes or No)	Location of Document in Bid Response (Page #)
Bid Submission Checklist (M)	Bidder Instructions G.1	Yes	1
Bidder Cover Letter (M)	Bidder Instructions G.2	Yes	2
Bidder Customer References (M)	Bidder Instructions G.3	Yes	89
DVBE Program Requirements & Incentive (M)	Bidder Instructions G.4	Yes	83
Commercially Useful Function (CUF) (M)	Bidder Instructions G.5	Yes	85
Insurance Requirements (M)	Bidder Instructions G.6	Yes	86
Payee Data Record (STD 204) (M)	Bidder Instructions G.7	Yes	95
Contractor's Certification Clauses (CCC307) (M)	Bidder Instructions G.8	Yes	78
Darfur Contracting Act (M)	Bidder Instructions G.9	Yes	87
Iran Contracting Act (M)	Bidder Instructions G.10	Yes	88
Certification with the California Secretary of State (M)	Bidder Instructions G.11	Yes	76
Prime Bidder Responsibility (M)	Bidder Instructions G.12	Yes	
Subcontractors (M)	Bidder Instructions G.13	Yes	
Small Business Preference	Bidder Instructions F.1	N/A	
Target Area Agreement Preference Act	Bidder Instructions F.2	N/A	
Enterprise Zone Act	Bidder Instructions F.3	N/A	
Local Agency Military Base Recovery Act	Bidder Instructions F.4	N/A	


Signature

3-18-13
Date

Jim Moore, Chief Information Officer
Name and Title (Print or Type)

Language Line Services, Inc.
Firm Name



Attachment 1 – Interpreter Documents



2013 CODE OF CONDUCT

INTERPRETERS, TRANSLATORS AND CUSTOMER AGENTS

Code of Conduct

Interpreters, Translators and Customer Agents

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2013 Code of Conduct Interpreters, Translators and Customer Agents

Statement of Policy

The Company has a long-standing commitment to conduct business in compliance with all applicable laws and regulations of the countries in which the Company operates and in accordance with the highest ethical principles. All Company employees are expected to comply with this *Code of Conduct*, which is essential to maintaining the Company's reputation for honesty, quality, and integrity. It is also each employee's responsibility to report to the Company any situation where the Company's standards or the laws are being violated. Any employee disclosing, in good faith, violations or suspected violations of legal requirements or of the Company's business standards will not be subjected to retaliation or retribution. Speaking up is not only the right thing to do, it is required by Company policy. Likewise, failure to comply with the provisions of the *Code of Conduct* is not acceptable to other employees or to the Company and will be treated as a violation of your obligations to the Company.

The *Code of Conduct* provides information about the Company's standards of integrity and explains the Company's legal and ethical responsibilities. It does not address every specific situation or identify a rule that will answer every question. It is intended to provide guidance on employee responsibilities and to assist you in making the right decisions. Situations not covered by this policy or any questions regarding this policy should be directed to the employee's supervisor or manager, or if they are unavailable, to the Chief Compliance Officer or other person(s) specifically designated by the Company whose contact information is listed in Section XIII of this *Code of Conduct*.

Everyone who works for or on behalf of the Company must comply with this *Code of Conduct*. Whenever the term "employee" or "you" is used in this *Code of Conduct* it refers to *all* people who work for or on behalf of the Company. This Code of Conduct does not apply to independent contractors who are subject to the terms of independent contractor agreements entered into with the Company.

All Company employees are expected to exercise the standards of conduct described in this *Code of Conduct* and other company policies. Any employee with knowledge of a violation of these policies must report it immediately to the employee's supervisor or any manager, or if it involved one or both of them, to the Chief Compliance Officer or other person(s) specifically designated by the Company.

This *Code of Conduct* is not an employment contract, although adherence to the terms and conditions of this *Code of Conduct* is a condition of employment and some of its terms will continue to be applicable after your employment or other assignment with the company is terminated. This *Code of Conduct* does not give you rights of any kind, and may be changed by the Company at any time without notice. The Company reserves the right to assign its employees to those assignments it deems appropriate. Further, all employees must understand that their employment or engagement with the Company, unless otherwise stated in a specific written agreement of employment or engagement signed by the President of the Company and the employee, is "at-will" meaning that employees can terminate their employment whenever they wish and for whatever reason they might have with or without notice, just as the Company can terminate their employment or change the terms and conditions of their employment at any time and for any reason or no reason, with or without cause, and with or without notice. This at-will employment relationship may not be modified except in a written agreement signed by the employee and the President of the Company

Violations of this *Code of Conduct*, or any policies, laws, regulations or contractual obligations have a number of ramifications, ranging from legal consequences to compromising the Company's reputation. Unethical or illegal acts are never justified, and no employee is ever authorized to engage in such conduct, whether by himself or herself or through others who are not affiliated with the Company. Therefore, all violations of this *Code of Conduct* and of any Company policies, contractual obligations or laws will be taken seriously and may result in discipline, up to and including termination with the Company and possible legal action.

Your compliance with this *Code of Conduct* is mandatory both before and after the training, so read this *Code* carefully and if you have any questions about it at any time, make sure to contact your supervisor and ask the questions.

I. **Equal Opportunity and Fair Treatment**

The Company treats each individual fairly, and recruits, selects, trains, promotes, and compensates based on merit, experience, and other work-related criteria. The Company complies with all laws governing fair employment and labor practices. The Company does not discriminate against any applicant for employment or any employee in any aspect of their employment with the Company because of age, race, color, citizenship, marital status, religion, sex, mental or physical disability, sexual orientation, gender, gender identity, military status, pregnancy, childbirth, medical condition, genetic characteristics, national origin, ancestry, veteran status, or any other characteristic protected by federal, state or local law.

Freedom from wrongful discrimination includes freedom from any form of discriminatory harassment. Prohibited harassment includes conduct that is intended to

interfere or that has the effect of unreasonably interfering with a fellow employee's work performance or creating an environment that is intimidating, hostile, or offensive to the individual.

If you are aware of any conduct that may constitute unfair or discriminatory conduct by anyone within our Company or by any of our vendors, it is your responsibility to report it.

II. **Non-Retaliation**

The Company's commitment to integrity includes a responsibility to foster an environment that allows people to report violations without the fear of retaliation or retribution. No one should be discouraged from using any available channel within the organization. Even simple questioning of someone can lead to claims of retaliation, even though that was never the intent, as it may make a person feel that he or she did something wrong by choosing one method over another. People must be able to choose whichever method they are most comfortable with to communicate their concern.

Anyone who retaliates against another employee for reporting known or suspected violations of our legal or ethical obligations is in violation of the *Code* and subject to disciplinary action, up to and including dismissal. Retaliation also may be a violation of the law, and as such, could subject the Company to legal liability.

Additionally, the same rules apply with regard to retaliation or retribution against employees related to company-sponsored solicitations, such as for charities or political action committees.

III. **Health, Safety and Environmental Matters**

Your health and safety is of utmost importance to the Company. The Company is committed to protecting your health and well-being. The Company strives to protect its people, customers, and the public from injury and illness through the Company's Health & Safety programs. The Company also is committed to acting in an environmentally responsible manner and has as its policy to comply with applicable laws and regulations, as well as to prevent, wherever possible, occupational illnesses and injuries, conserve natural resources, minimize waste and limit negative environmental impacts.

Government regulatory standards and your input are used to develop programs and work processes that are designed to promote safe workplaces and good health. You are responsible for understanding and complying with the Company's Health & Safety processes, procedures, and guidelines, as well as those issued by applicable regulatory authorities.

You are required to advise the Company of any vehicle accident, workplace injury, instance of non-compliance, or any situation presenting a danger of injury. The "workplace" includes not only Company offices, but those of customers as well if you are providing on-site services. This information will assist in preventing injuries, and will ensure that appropriate medical attention is provided. Through investigation of such reports, the Company can identify contributing factors and determine if policies and processes are effective and adequately communicated. When an unsafe condition, practice, or non-compliant action is identified, prompt and appropriate action must be taken to correct the condition and prevent it from happening again.

IV. Crisis Management and Workplace Violence Prevention

The Company is committed to a safe working environment, free of threats, intimidation and physical harm. Everyone has a right to work in a safe environment and shares the responsibility for assuring each other's safety. Accordingly, the Company has adopted a zero tolerance workplace violence policy. This means the Company will investigate and take appropriate action against any threat to a safe workplace.

The Company prohibits violent behavior including, but not limited to, physical or verbal assaults, fighting, threatening comments, behavior or action that could reasonably be interpreted as a threat of violence, intimidation, and the intentional or reckless destruction of company, employee, or customer property. Any comments, verbal or written, or behavior that reasonably could be interpreted as intent to do harm to people or property will be considered a threat. The Company also prohibits the unauthorized possession and/or use of firearms, explosives or other weapons by any employee while at work, on company property, or while on company business.

If you believe that you may be the target of violence or threats of violence, or are aware of violent or threatening conduct by, or directed at, a Company employee that could result in injury to a person or the destruction of property, you have a responsibility to immediately report it.

V. Conflict of Interest and Employee Privacy

A. Employee Privacy Policy

The Company respects your privacy in the conduct of your personal affairs. Nonetheless, a Company workplace is not a place where you should have an expectation of privacy. Accordingly, no communication or activity in a Company workplace is private. The Company therefore has *complete* access to all discussions, telephone calls, voice mails, emails, instant messages and every other form of communication conducted in a Company workplace. The Company also has the unlimited right to *complete* access to every computer or other electronic device used to conduct Company business, whether such Company business is done full or part time on such equipment.

This means that *nothing* on a Company provided computer, cell phone, PDA or other device or equipment is private or owned by the employee using such equipment, and no employee should use any such equipment for personal use except in the case of a true emergency. Even then, any communication made using such equipment is not private and is owned by and fully accessible by the Company *at any time*.

This also means that you cannot use Company equipment for outside businesses, or for illegal or unethical activities such as gambling, pornography or other offensive subject matter.

The Company has the right to access or take physical possession of any Company equipment at any time, and you are obligated to turn over such equipment to the Company when requested to do so by the Company, and immediately following termination of your employment or other engagement with the Company.

This also means that if you use a personal computer, such as a home computer for Company business, the Company has ownership of and the right to access all documents, information and communications related to the business conducted by you for or on behalf of the Company through the use of such equipment.

B. Conflict of Interest Policy, Including Use of Confidential Information

The Company is committed to providing the highest quality and standard of language interpretation and translation services possible, which requires the highest integrity by you in every transaction. Accordingly, you are expected to conduct yourself in strict compliance with the letter and spirit of the law and Company policies and adhere to the highest principles of business ethics.

You owe a duty of loyalty under both ethical rules and applicable laws to the Company and its Customers. You are expected to give your undivided business loyalty to the Company when conducting job-related duties. Accordingly, you must be careful to avoid conflicts of interest - situations where your private interests conflict, or even appear to conflict, with the interests of the Company. Therefore, you should not place yourself in situations that might force you inappropriately to choose between your personal or financial interests and the interests of the Company.

Company business involves day to day use of confidential information and trade secrets of the Company, of Company customers, and the customers, clients and patients of our Customers. This information includes, but is not limited to, the types of information described in Sections VII and VIII of this *Code of Conduct*. If you are in a situation involving a conflict of interest, you could find yourself tempted to use or disclose such confidential information and trade secrets. It is important for you to know that as part of your duty of loyalty to the Company, you *may not* use or disclose any confidential information or trade secrets of the Company or its Customers or its

Customers' clients, customers and patients except as is permitted in conducting the business of the Company.

For interpreters, the only permitted use of confidential information and trade secrets is limited to the interpretation of any confidential information and trade secrets during the course of an interpretation session, such as during an over the phone interpretation call, on-site interpretation or video interpretation. For translators, the permitted use of such confidential information or trade secrets is limited to their translation from the Customer document to the translated document.

The Company assures its Customers that nothing said during an interpretation session or in the course of document translation will be maintained by the Company or any of its employees. Accordingly, no interpreter or translator is permitted to permanently record or otherwise maintain or keep *anything* stated in the course of an interpretation session or *anything* provided by a customer in connection with a document translation assignment. *The Company reserves the right to audit from time to time each interpreter and translator's workplace, including home offices, to ensure that this policy is being followed by the interpreter and translator.*

Engaging in any conflict of interest and/or the use or disclosure of any such confidential information or trade secrets other than as permitted under this *Code of Conduct* is a breach of your duty of loyalty as well as federal and state laws and could subject you, the Company, other Company employees and the Company's Customers to possible civil and criminal liability. It also may result in discipline, up to and including termination with the Company and possible legal action.

The following relationships and interests may involve a potential conflict of interest and must be disclosed to your supervisor any time such a relationship or interest is contemplated.

1. Outside Employment.

a. *Competitors, Suppliers and Customers:* Employment with a supplier or customer which impairs your ability to exercise good judgment on behalf of the Company creates an actual or potential conflict of interest. A conflict of interest exists when your loyalties or actions are divided between the Company's interests and those of another, such as a supplier or customer. It is in your best interest not to attempt to resolve any conflict or potential conflict on your own. Any potential conflict of interest should be discussed immediately with the Chief Compliance Officer.

The Company has determined that Company employees cannot provide interpreting/translating services to or on behalf of any Company competitors because to do so creates a conflict of interest. While specific interpreter and translator employees may be permitted under certain special circumstances to provide interpreting/translating services for or on behalf of Company competitors, they must

obtain the Company's position to do so, and such employees are prohibited from ever using or disclosing any confidential information of the Company, its Customers, or its Customer's customers, clients or patients. There is no exception to this rule.

b. ***Personal Service:*** If you are considering selling your services or products, or those of another person or firm, and the Company offers the same or similar services, and there is the potential for use of confidential information or trade secrets of the Company or its customers in connection with such activities, you must immediately contact your supervisor to discuss the potential of a conflict of interest.

c. ***Employment Outside of Company.*** As an employee of the Company, you are required to devote your entire productive time, ability and attention to the business of the Company during the hours you work for the Company.

The following types of additional employment outside the Company are strictly prohibited:

- Additional employment that conflicts with your work schedule, duties, and responsibilities at the Company.
- Additional employment that impairs or has a detrimental effect on your work performance with the Company.
- Additional employment that would cause a breach of the representations relating to the confidentiality of Company and customer's trade secrets and confidential information, as further described in Sections VII and VIII of this *Code of Conduct*.

In some cases, you may be involved in outside businesses that are permitted. These situations do not necessarily constitute a conflict of interest, but it is your responsibility to ensure that these activities do not conflict with the Company's interests. This requires keeping the two activities strictly separated by adhering to the following standards. You:

- May not do work relating to other organizations on the Company's time.
- May not use the Company's equipment and supplies, or the time of any Company personnel for outside work.
- May not promote products or services from an outside business to other Company employees during working hours or on the Company's property.
- May not attempt to sell products or services from an outside business to the Company.

- May not use your position in the Company to promote an outside business.

2. Outside Corporate Directorship. You may not accept a position as a director of any Company competitor, supplier, customer or a company, which enhances the market competitiveness of any competitor without the prior written approval of the President.

3. Financial Interest in Other Business. You may not own a significant financial interest in the business of any Company customer, supplier or competitor that might cause divided loyalty, or the appearance of divided loyalty, without the prior written approval of the President.

A "significant financial interest" is defined as the total interest by an employee, family members, or investment group controlling 5% or more of voting stock or interest.

4. Company Business with Family Members. Without first obtaining the written approval of the President of the Company, you may not conduct business on behalf of the Company with a member of your family or with a business organization that has an association with your family if doing so could create a conflict of interest.

5. Doing Business with the Company. A conflict of interest could arise if you, your spouse, relative, or a close personal friend, has a personal stake in a business that supplies or seeks to supply goods or services to the Company, is a Company customer or potential customer, or competes with the Company. Accordingly, the following standards, to the extent not already covered, apply in such situations:

- If you, your spouse, relative, or close personal friend is an employee of, or has a significant interest in a business that provides or is seeking to provide goods or services to the Company, you must not attempt to use your position with the Company to influence the bidding process or negotiation in any way. Similarly, you must not use personal relationships to improperly influence dealings with a customer or a potential customer.
- If the position of a relative or friend who works for a competitor is such that a potential conflict of interest could arise, you should seek guidance from the Chief Compliance Officer.

6. Gifts and Gratuities from Third Parties.

You and members of your immediate families may not accept any gift, payment, loan, or other favor from any Company customer, supplier or competitor. This policy does not apply to inexpensive corporate gifts such as pens or calendars valued at less than twenty dollars (US \$20).

Prudence should be exercised in the acceptance of business-related meals and entertainment. Such activities should be conducted in an ethical business manner.

Business gifts and entertainment are courtesies designed to build goodwill and sound working relationships between business partners. The Company does not, however, want to obtain business through improper means as to gain any special advantage in a relationship. Business gifts that compromise, or even appear to compromise, our ability to make objective and fair business decisions are inappropriate.

7. Doing Business with the Government.

Doing business with the government is not always the same as doing business with private parties. Activities that might be appropriate when working with private sector customers may be improper - or even illegal - when a national or local government is a Company customer. For example, business courtesies or entertainment that might be acceptable when dealing with private parties - like paying for meals or drinks - may not be appropriate when working with government officials. In addition, due to complex legal requirements, some types of bid-related information, which might be proper in a transaction with a private party, may not be requested or received when dealing with governments or their officials.

8. Gifts and Gratuities from Company.

Inexpensive gifts, novelties and favors and entertainment may be given to customers and suppliers at the Company's expense under the following conditions:

- They are consistent with accepted ethical business practices and standards and do not violate the law.
- They are of limited value and cannot be viewed as a bribe or payoff.
- Public disclosure of this activity would not embarrass or damage the reputation of the Company.

9. Compensation. Compensation of any kind to the employees of the Company's customers or suppliers (or their immediate families or associates) is strictly forbidden.

10. Choosing Suppliers and Consultants.

The Company's goal and practice is to be fair in the choice of suppliers and consultants and to be honest in all business interactions with them. The Company selects suppliers and consultants based on appropriate criteria, such as qualifications, competitive price, and reputation, and when required under the law or by customer policies, on whether they are minority or women-owned small businesses. Anyone

responsible for buying or leasing materials or services on behalf of the Company must conscientiously guard their objectivity and follow relevant rules and regulations.

The Company also should avoid any implication that the Company's continued purchase of goods or services from a particular supplier depends on the supplier purchasing goods or services from the Company. Doing so may not only violate Company policies, but may also be a violation of governing laws. Of course, nothing contained in this section is intended to limit or restrict encouraging Company vendors and suppliers to use the Company's services, but the Company recommends that appropriate Company sales people be involved in such efforts. The Company also expects suppliers and consultants - and others who do business with the Company or on the Company's behalf - to conduct their business on behalf of the Company in compliance with all applicable laws and regulations and in accordance with the highest ethical standards.

VI. Drug and Alcohol Policy

It is the Company's policy to maintain a drug-free and alcohol-free work environment. Use of alcohol and/or illegal drugs creates serious health and safety risks in the workplace. The use, sale, or possession of alcohol, illegal drugs, or other illegal substances is strictly prohibited while at work, on Company property, or while on Company business. This prohibition also includes illegal or improper use of controlled substances.

Reporting to work under the influence of any such substance is strictly prohibited. No one is permitted to go on duty or remain on duty if they possess or have the presence of an illegal or unauthorized controlled substance or alcohol in their system. You are not permitted to go on duty or remain on duty if you are impaired by the presence of an authorized controlled substance. In addition, the Company must comply with all laws and regulations regarding the use or possession of alcohol, illegal drugs, and controlled substances.

Accordingly, the Company reserves the right to require you to undergo drug and/or alcohol testing if the Company has a reasonable suspicion that you are under the influence of one or both. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech, breath odor, information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances.

A growing number of the Company's customers require all onsite interpreters to be drug and alcohol free. Company onsite interpreters who want such assignments

therefore may be required to undergo drug and/or alcohol testing prior to being assigned to such a customer.

A growing number of Company customers also require the Company to certify to them that no employee has been convicted of any of the following offenses: crimes relating to patient abuse; felonies relating to health care or other fraud; felonies relating to controlled substances. ***Accordingly, you are required to inform the Company if you have been convicted of any of such offenses both prior to the commencement of your employment and at any time during your employment.*** Additionally, all employees are subject to a background check at the time of employment and at any time during employment, and some Customer assignments may require additional background checking, fingerprinting and drug testing of employees who will be assigned to such assignments.

VII. Intellectual Property and Social Media

Intellectual property, such as confidential information, trade secrets, secret processes, methods, know-how and systems, trademarks, patents, inventions, copyrights, and technology are extremely important to the Company and necessary to the Company's business. The Company makes significant investments of time and Company funds in the development and protection of Company intellectual property. If the Company's intellectual property is not properly protected, it becomes available to others who have not made similar investments. The loss of intellectual property may cause the Company to lose a competitive advantage and compromise the Company's ability to provide unique services to customers. It is your responsibility to help identify and protect the Company's intellectual property. It is the responsibility of the Company managers and supervisors to foster and maintain awareness of the importance of protecting Company intellectual property.

The following Sections of this *Code of Conduct* identify the Company's policies with respect to the treatment of Company intellectual property and that of Company Customers with whose intellectual property the Company has been entrusted.

A. Disclosure and Assignment of Inventions

You are required to promptly disclose any and all business concepts and ideas, inventions, discoveries, improvements, trade secrets, formulas, techniques, processes and know how (collectively referred to as "Inventions"), whether or not patentable and whether or not reduced to practice, that are discovered, made or conceived by you, either solely or in conjunction with others, during the period of your employment or other engagement with the Company. This includes, but is not limited to, all Inventions that relate to or result from the actual or demonstrably anticipated business, work, or research and development of the Company or which result, to any extent, from the use

of the Company's premises or property, or are suggested by any task assigned to or information given to you by the Company, or any work performed by you for or on behalf of the Company and/or its customers.

All Inventions are the sole property of the Company and as a condition of employment, you must assign to the Company their entire right, title and interest in all Inventions; provided, however, that such assignment does not apply to any invention which fully qualifies under the provision of section 2870 of the California Labor Code.

B. Trade Secrets and Confidential Information

During the course of employment with the Company, you will have access to and become acquainted with non-public, economically and competitively valuable data, information and documentation of a confidential, proprietary or secret nature which is or may be either applicable to, or related to, the present or future business of the Company or the business of *any* customer of the Company, including, but not limited to the following kinds of information, all of which collectively are referred to in this *Code of Conduct* as "Trade Secrets":

- Company Business Methods, Processes and Operations, including: confidential inventions; business methods, processes, systems, know-how and procedures; compilations of business data and information; records; specifications; internal billing and marketing systems; internal sales and training methods; hiring and bid practices; pricing methodologies and formulae; internal policies and procedures; the Company's employee information; and all other Company non-public data and information; and

- Customer Related Information, including: customer lists, customer identification and contact identification and addresses (including email addresses, phone numbers, cell numbers and fax information) which are not easily identifiable or easily obtained; terms and conditions of all customer contracts; pricing methodology; customer service information; customer service volume data; customer service needs and habits; customer relations techniques and policies; customer financial information and all other non-public information about the Company's customers that have been acquired by the Company from internal or other authorized research or from customers (all of the foregoing hereinafter referred to as *Company Customer Trade Secrets*); and

- Company Business, Strategic and Marketing Information, including: marketing plans and strategies; business plans and strategies; strategies for soliciting and obtaining new business; strategies for maintaining current business; Company financial information; internal sales and training methods; hiring and bid practices; new products and services; all other non-publicly available information concerning marketing strategies, procedures, data and vendor relationships; products and services in development.

You agree as a condition of employment that (a) if any of the foregoing Trade Secrets do not qualify as a "trade secret" under the California Uniform Trade Secrets Act, any such information nonetheless is protectable as confidential information under the California common law or other laws; and (b) all Trade Secrets are the sole property of the Company and may not be used by you, both during the term of your employment with the Company *and* thereafter, for *any* purpose other than to perform services for or promote the Company's business; and (c) any technology, hardware, software, or other equipment or tangible property provided or made available by the Company to you is the sole property of the Company.

You also agree as a condition of employment that you (a) shall not disclose any Trade Secrets, directly or through others to any person other than a Company employee, or use any Trade Secrets in any way, either during the term of your employment or at anytime thereafter, except as has been authorized by the Company and only in connection with the Company's business, (b) shall not accept any payment or other benefit, directly or indirectly, in exchange for the providing of any Trade Secrets, and (c) shall abide by the Company's policies and regulations, as established from time to time for the protection of its Trade Secrets.

C. Privacy and Information Security

During the course of providing interpretation or translation services you will receive information from Company customers or their customers, clients, or patients. Such information includes but is not limited to, financial information, credit or debit card numbers, health and medical information, Social Security information pertaining to individuals for whom they are performing interpretation and translation services, and other information that is personal to and identifies the customers, clients or patients of our customers, referred to as "Personally Identifiable Information," that is, information that identifies a person (such as social security numbers, address, telephone numbers, children names, credit card, and other financial information). Much of the information received by interpreters and translators, in addition to being proprietary and/or confidential, is subject to government regulations. For example, under the Health Insurance Portability and Accountability Act ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA"), a business must safeguard protected health information. Financial institutions that are subject to the Gramm-Leach Bliley Act ("GLB") have a responsibility to maintain the privacy of financial information. Further, as part of these regulations, the Company and you may be covered by a Business Associates Agreement or equivalent agreement respecting protected health-related and financial information. Pursuant to those government regulations, the Business Associates Agreements and similar agreements and this Code of Conduct, the Company and you are obligated to maintain the confidentiality of all of this information.

Because of the importance of protecting customer provided and government regulated information, and because the Company by law or contractual obligation is

required to keep confidential all Personally Identifiable Information, that is, information that identifies a person (such as social security numbers, address, telephone numbers, children names, credit card and other financial information) and customer confidential information, it is Company policy that *all* of the information and documents you receive during the course of providing interpretation or translation services or otherwise in communicating with a customer, or which you otherwise receive in the course of working for the Company will and must be treated as confidential (all such information hereinafter is referred to as "Customer Confidential Information") and is subject to this Section VII.C.

You must respect and keep the confidence of all Customer Confidential Information received by you. *Accordingly, you agree that you shall not:*

(a) communicate, publish, transmit, distribute, display or otherwise divulge or disclose for any reason any Customer Confidential Information to any organization or person other than the organization or person engaging the services of the Company and that is providing the Customer Confidential Information during the interpretation call or translation project; or

(b) use Customer Confidential Information for any purpose other than for the delivery of services on behalf of the Company and only for the organization or person providing the Customer Confidential Information; or

(c) make any copies of documents or other media containing any Customer Confidential Information and will not otherwise retain any Customer Confidential Information obtained by or disclosed to them in the course of providing interpretation or translation services.

(d) accept any payment or other benefit, directly or indirectly, in exchange for any Customer Confidential Information.

You may make *handwritten notes or records* during the course of a call but only for the limited purpose of assisting you in your interpretation. Any notes or other records taken by you during an interpretation session **must** be destroyed no later than the end of the shift during which the notes or records were made by shredding or in such a manner that the notes or records will be unusable, unreadable or indecipherable. Make sure to use a trash or shredding receptacle that is used only for Company purposes and that is not shared with any other members of your household or business center. Electronic devices (computers, smart phones, PDAs, iPads, etc.) cannot under any circumstances be used for note taking, and it also is a violation of Company policy to make an electronic recordings of your calls. Please refer to the Privacy Training guidelines for additional information. When you are providing translation services you must follow the designated procedures regarding notes or records created during a translation assignment. The Company reserves the right to audit from time to time each

interpreter and translator's workplace, including home offices, to ensure that this policy is being followed by the interpreter and translator.

Any deviation from the foregoing requires the prior written consent of the Chief Compliance Officer of Company.

While employees are prohibited from making any electronic recordings of interpretation calls, Customers may from time to time record individual sessions for quality control and auditing purposes. You may or may not be advised in advance, or at all, that such recordings are being made. As a condition of your employment, you agree to be recorded for such purposes, and waive the right to contest or otherwise challenge the making or business use of such recordings.

Should you disclose any Customer Confidential Information, inadvertently or otherwise, or discover a potential risk that Confidential Information may be or has been disclosed, you must inform the Company's Chief Compliance Officer of this disclosure immediately, and in no case later than twenty-four (24) hours after discovering the disclosure or risk of disclosure. You must disclose to the Company's Chief Compliance Officer the name of the customer for which the interpretation or translation was being done, the identity of the individual whose protected information has been disclosed and, if known, any contact information that you have for that individual. Additionally, you must provide a brief description of what happened, including the date when the disclosure or risk of disclosure occurred, and a description of the types of Customer Confidential Information that were involved (such as Social Security number, date of birth, home address, account number, disability code, etc.). Failure to report any disclosure of Customer Confidential Information may result in disciplinary action up to and including termination.

Finally, special rules apply to personal information, whether confidential or not, that is received by the Company from the European Union. In order to safeguard such information, the Company adheres to the Safe Harbor provisions established by the U.S. Department of Commerce relating to such information. You are responsible for following Company policies relating to all personal Information of Company employees, customers and customer clients and patients, from wherever we receive that information. To learn more about these policies, read our Privacy Policy posted on www.language.com.

D. Social Media Policy

Social media, such as Facebook, Twitter, LinkedIn, YouTube, MySpace, Yahoo/Groups, blogs, internet chat areas, IM, wikis and other user-generated media, have become an increasingly popular social and communications tool, but it also presents an arena for potential communications pitfalls and Company policy violations.

The Company has specific policies and rules about employee use of social media. These include the following:

1. Do not post or discuss any Company or Customer Trade Secrets or Confidential Information on *any* social media sites. Remember, it is against Company policy to ever disclose any Company or Customer Trade Secrets or Confidential Information. This includes any public posting or discussion of your compensation or of Company employment policies.
2. Do not act as a Company spokesperson, or hold yourself out as a Company spokesperson. Only specifically authorized Company employees who are trained to speak on behalf of the Company may do so.
3. Never use social media for the purpose of bullying or harassing colleagues.
4. Refer members of the media to the Company Communications Department. Never respond to members of the media other than to direct them to the Communications Department.

The Company maintains an Interpreters' Forum which is a non-public intranet which has as its purpose to allow interpreters to share their thoughts and experiences as interpreters and to ask questions concerning the interpretation profession and to improve their skills as interpreters. Please refer to the Interpreter Forum Guidelines for any questions you may have about it.

E. Copyright Policy

The U.S. Copyright law prohibits the unauthorized copying, public display, transmission and distribution of creative works and derivatives of them protected under the law. This includes photographs, music, text, animations, film and television shows, and virtually every other kind of creative expression that is fixed in other than temporary form. It is Company policy to comply with the Copyright Law, and therefore the copying and use of any works protected under the Copyright law, and the making of derivatives of such works is prohibited unless a person or entity authorized to grant permission to use the work has expressly granted such permission in written form. Any questions regarding our Copyright Policy should be sent to our Communications Department.

F. Document Retention Policy.

The Company has a document retention policy that governs the use and retention of Company business records. Documents you create and handle must be created, deleted and retained according to the processes set out in the Company policy. These policies protect the Company in the event of public disclosure, litigation, or

regulatory inquiry. Your ability to create and use notes during an interpretation session, and the requirement that you destroy or permanently disable the notes, and never make recordings of the sessions or use electronic devices for making notes or records, all as discussed in Section VII.C. of this *Code*, is part of and subject to the Company document retention policy.

G. Media Release

From time to time the Company may want to use your name or likeness in connection with Company business activities, including promotion of the Company. As a condition of your employment with the Company, you grant the Company and its advertising and promotional agencies and their respective affiliates, successors and assigns the non-terminable, compensation-free right to use, publish, republish, display, perform, incorporate, distribute and transmit your name, likeness, picture, and/or portrait, including alterations, modifications, deviations and composites thereof, and any and all articles, stories or other documents authored by you for use by the Company for all purposes in any media, and in doing so, you waive the rights to review or approve any of the uses and to be compensated in any way for the rights being granted herein.

VIII. Non-Solicitation of Customers and Employees

A. Solicitation of Customers Prohibited

You agree that the Company has invested substantial time and effort in acquiring its customers whose contact information is neither easily identifiable nor easily obtained, and specifically in acquiring Company Customer Trade Secrets (as defined in Section VII). Further, the Company's customers require the Company to keep all Customer Confidential Information (as defined in Section VII) provided to the Company and you confidential. Accordingly, you agree that all Company Customer Trade Secrets and all Customer Confidential Information constitute Trade Secrets (as defined in Section VII) of the Company, and that if any such information does not qualify as a "trade secret" under the California Uniform Trade Secrets Act, such information nonetheless is protectable as confidential information under the California common law or other laws.

In addition to your agreements with respect to the non-disclosure and prohibited uses of Company Customer Trade Secrets and Customer Confidential Information Trade Secrets in Section VII, you agree that you shall not use any Company Customer Trade Secrets or Customer Confidential Information or other Trade Secrets to solicit the business of any Company customer (a) for any person or company other than the Company during your employment, or (b) after the end of your employment with the Company.

You also agree that to the extent the Company has information of the kind described above as Company Customer Trade Secrets from a prospective customer, and/or a prospective customer has provided the Company with information of the kind described above as Customer Confidential Information, you agree to not use any such information to solicit the business of any Company prospective customer (a) for any person or company other than the Company during your employment, or (b) after the end of your employment with the Company. As used in this Section, a "prospective customer" is an individual or company that the Company actively was soliciting or was attempting to solicit or was planning to solicit for business at the time that your relationship with the Company terminated.

B. Solicitation of Employees Prohibited

You agree that the Company has invested substantial time and effort in assembling its present management, employees and staff (collectively, "Company's Staff"), and that this information constitutes Trade Secrets of the Company. As a condition of continued employment, you agree (a) that during your employment with the Company and for a period of one year after termination of employment, you will not directly or through others in a deceptive or otherwise unfair or unlawful manner induce or solicit any of the Company's Staff to leave his or her employment with the Company, and (b) that you shall *never* use any Trade Secrets in the solicitation of any such Company Staff even after the expiration of the one year period.

IX. Anti-Corruption Compliance

The Company is subject to the U.S. anti-bribery laws that are enforceable worldwide and that cover all the Company operations. Anti-bribery laws include the Foreign Corrupt Practices Act (FCPA) and all such laws of the countries in which we operate.

The FCPA prohibits a U.S. based company or any of its worldwide businesses or affiliates from bribing or offering, promising, or authorizing anything of value to a foreign government official in order to obtain or retain business. The Company conducts business in accordance with the FCPA, and everyone, regardless of the country in which they work, must adhere to its requirements. Under the FCPA as well as other anti-bribery laws, the Company, its employees, and its agents also are prohibited from doing indirectly what we are prohibited from doing directly. For example, the Company cannot make any payment to a third party if all or any part of the payment will be given to a person prohibited from its receipt under the FCPA. The Company could be held liable for such payments even if the Company did not know, but should have known, that the payment was going to a prohibited person. All management employees are

expected to become familiar with how these responsibilities apply to their current positions, and to review them whenever their position or responsibilities change.

X. Anti-Fraud Policy

The Company prohibits an employee's falsifying the time the employee actually spends interpreting calls as well as otherwise engaging in any untruthful or fraudulent conduct in connection with the providing of services on the Company's behalf, such as interpreter services, or the amount of payment due an employee for the time spent rendering such services. Any violation of this policy may result in the immediate termination of an employee's employment, criminal prosecution of the employee and, or, the imposition of other legal and equitable remedies, including restitution to the Company for payments obtained through falsification or fraudulent activity.

XI. Return of Company Property

Within five (5) business days following the effective date of your termination, you must deliver to your supervisor or manager all Company property in your possession, custody or control. As used here, the term "property" means all tangible and intangible property of the Company, including tangible property such as equipment, mobile phones, PDA's, laptops, notebooks, hard drives, and intangible property such as Trade Secrets in whatever media such intangible property exists, including electronic form (such as Word documents, PowerPoint documents, Excel spreadsheets, Outlook or other email software, customer relations management software, online software programs or email accounts, or any other electronic format), or in tangible form (such as print-outs of any documents created or stored in electronic format, or handwritten notes, notebooks, memoranda or the like). You will follow such procedures and sign such documentation as is required by the Company for ensuring that all Company property is returned to it. Your failure to return all such property shall be deemed an unlawful misappropriation of such property and trade secret misappropriation, for which you may be subject to civil and criminal liability.

XII. Fraud, Waste, and Abuse Compliance

The Company is committed to providing high quality services in compliance with federal and state laws. In this regard, the Company has instituted a Fraud, Waste, and Abuse Compliance Policy ("FWA Compliance Policy") and clearly states its intent that you comply with fraud, waste, and abuse laws and regulations that apply to the services provided by the Company, including, but not limited to, the federal False Claims Act and all applicable state laws pertaining to false claims and statements and administrative

remedies associated with their enforcement. The Company also strongly encourages you to act with the utmost integrity in both its internal and external relationships.

XIII. Violations of the Code of Conduct

Your strict compliance with this *Code of Conduct* is essential. Accordingly, any intentional violation of any of the Sections of this *Code of Conduct* by you shall cause the Company irreparable harm for which the Company shall be entitled, in addition to all legal and equitable remedies available to it, to immediate and permanent injunctive relief against such further violation(s). Further, any such violation may result in the immediate termination of your employment, and may result in your personal liability for all damages caused by the intentional violation. You agree that any disputes related to this Code of Conduct, including any violations of it by you, shall have as its exclusive venue the state courts located in the City of Monterey, Monterey County, California or the federal district court located in the City of San Jose, California. By signing the Employee Verification you agree to be personally subject to the jurisdiction of these state and federal courts, and you agree not to challenge the personal jurisdiction of these courts or their convenience or propriety as a venue.

XIV. Reporting Fraudulent Activities:

The Company maintains procedures for training interpreters regarding the Code of Conduct and for the reporting of compliance concerns and potential violations. Individuals reporting compliance concerns or potential violations will be able to make these reports without fear of reprisal when the reporting is undertaken in good faith.

You must report any actual or suspected violation of this *Code of Conduct* to the Company's Chief Compliance Officer. In the event that reporting a violation to the Company's Chief Compliance Officer does not seem appropriate because it may involve the Chief Compliance Officer, please report the activity to one of the other individuals listed below who will maintain confidentiality of the information to the greatest extent possible.

<u>Name</u>	<u>Responsibility</u>	<u>Phone Number</u>	<u>Email Address</u>
Frank Perry	Chief Compliance	(831) 648- 5887	fperry@languageline.com
Michael Schmidt	CFO	(831) 648-7171	mschmidt@languageline.com
Scott Klein	President and CEO	(831) 648-5855	sklein@languageline.com

The Company will promptly investigate concerns of potential violations of the Code of Conduct, and will initiate appropriate corrective measures and disciplinary actions as necessary and appropriate. Investigations will be completed within 5 days of receipt of a compliance concern, unless circumstances require an extension of this time as approved by the Company's Chief Compliance Officer. If the investigation reveals that the Code of Conduct was violated, the Chief Compliance Officer will initiate and oversee the implementation of appropriate corrective measures.

XV. Employee Verification

I have read, accept and agree to comply with the foregoing Code of Conduct as a condition of my continued employment with the Company, and confirm that I have complied with all of the Company Codes of Conduct that have been in effect during my employment with the Company. I acknowledge that my employment with the Company is at-will and that either the Company or I can terminate the relationship at any time and for any or no reason. The above Code of Conduct does not alter the at-will nature of the relationship.

(Employee Signature)

(Date)

APPROVED:



Scott W. Klein

1/28/13

(Date)

President and CEO, LanguageLine Solutions



Policy #: 103	Title: Fraud, Waste, and Abuse Compliance Policy
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Purpose

LanguageLine Solutions is committed to conducting its activities in compliance with ethical and legal requirements. LanguageLine Solutions has therefore adopted this policy for the purposes of establishing and maintaining effective corporate compliance to address and prevent fraud, waste, and abuse in the delivery of language interpretation services to customers in the healthcare industry.

General Policy

Many federal and state laws are designed to prevent healthcare fraud, waste, and abuse. Some of these laws are intended to prevent any kickback or payment for referring patients, particularly in federal or state funded healthcare programs. Other laws prohibit the submission of false claims. The penalties for violating the anti-fraud, waste, and abuse laws are severe and include fines, criminal or civil actions, or exclusion from the Medicare and Medicaid programs or other federal programs.

The Fraud, Waste, and Abuse Compliance Policy ("FWA Compliance Policy") is intended to prevent, detect and report (as necessary) violations of fraud, waste, and abuse laws and to create an environment in which LanguageLine Solutions employees and contractors conduct their daily activities in compliance with applicable laws.

Procedure

1. Principles

LanguageLine Solutions and its employed and contracted interpreters will follow these principles in order to comply with these laws:

- LanguageLine Solutions will only bill for services that were actually provided.
- LanguageLine Solutions will document services accurately to reflect the services provided.

- LanguageLine Solutions will not knowingly submit false or fraudulent statements or claims for payment.
- LanguageLine Solutions will correct a bill that it learns is inaccurate or take other appropriate measures.
- LanguageLine Solutions will notify clients of overpayments for services and will refund overpayments, as applicable.
- LanguageLine Solutions will cooperate with authorized investigators seeking information about potential billing or fraud concerns.

2. Definitions.

Abuse: Actions and/or practices that involve payment for items or services where there was no intent to deceive or misrepresent but the outcome of poor insufficient methods that result in unnecessary costs to the Medicare or Medicaid programs.

Fraud: Actions or practices that intentionally deceive or misrepresent and could result in financial gain. Fraud occurs when an individual knows or should know that something is false and makes a knowing deception that could result in some unauthorized benefit to himself or herself or another person.

Waste: The extravagant, careless or needless expenditure of healthcare benefits or services that result from deficient practices or decisions.

3. FWA Compliance Policy Purposes

The purposes of the FWA Compliance Policy are:

- A. To establish compliance practices and procedures reasonably capable of reducing the prospect of violations of federal, state and local fraud, waste, and abuse laws by LanguageLine Solutions interpreters.
- B. To designate high level personnel who will have overall responsibility to oversee compliance with LanguageLine Solutions' FWA Compliance Policy.
- C. To effectively communicate LanguageLine Solutions' FWA Compliance Policy to its interpreters.
- D. To establish procedures to further compliance with legal standards relating to fraud, waste and abuse and the FWA Compliance Policy.

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- E. To establish disciplinary mechanisms for interpreters who violate the FWA Compliance Policy or fail to appropriately detect and report offenses.
- F. To review and asses compliance concerns, to establish necessary corrective actions and to prevent future non-compliance.

4. FWA Compliance Structure

- A. Compliance Officer. The LanguageLine Solutions compliance officer will be responsible for the implementation and oversight of the FWA Compliance Policy. The compliance officer will report to LanguageLine Solutions' President and CEO. The compliance officer shall consult with legal counsel as appropriate on compliance activities, related concerns, and issues.
- B. Board of Directors: The board of directors is responsible for overseeing LanguageLine Solutions' performance under the FWA Compliance Policy.
- C. Fraud, Waste and Abuse Code of Conduct: LanguageLine Solutions' Code of Conduct contains provisions that will govern the proper conduct of LanguageLine Solutions' interpreters on issues relating to fraud, waste and abuse. The Code of Conduct requires compliance with ethical and legal standards outlined in this FWA Compliance Policy.

5. Evaluation of LanguageLine Solutions' Activities

The compliance officer shall develop and implement a system for the review of LanguageLine Solutions' business practices to establish compliance with LanguageLine Solutions' FWA Compliance Policy. This evaluation will include the identification of existing compliance policies and the need, if any, for additional or amended compliance policies.

6. Reporting; Investigative Processes; Corrective Actions.

LanguageLine Solutions maintains procedures for training LanguageLine Solutions interpreters regarding the Code of Conduct and the FWA Compliance Policy and for the reporting of compliance concerns and potential violations. Individuals reporting compliance concerns or potential violations will be able to make these reports without fear or reprisal when the reporting is undertaken in good faith. Reports will be treated confidentially and will be shared only on a need to know basis, to the extent permitted by law.

A. Report

Any employee or contractor who believes in good faith that an activity does not comply with the Code of Conduct or the FWA Compliance Policy shall report the activity to the compliance officer or the reporting individual's manager or supervisor. In the event that a manager or supervisor receives such a report, the manager or supervisor shall promptly provide it to the compliance officer.

The compliance officer can be reached by phone at 831-648-7491, by fax at (831) 648-5887, by email at fperry@languageline.com, or by mail at Frank Perry, Vice President of Human Resources, LanguageLine Solutions, One Lower Ragsdale Dr., Building 2, Monterey, CA 93940

B. Supervisors and Managers' Responsibilities upon Receiving a Report.

Supervisors and managers receiving a report will summarize the report on a report form, or forward an already completed report to the compliance officer.

C. Investigation and Corrective Actions.

LanguageLine Solutions will promptly investigate concerns of potential violations of the FWA Code of Conduct and the FWA Compliance Policy and the initiation of appropriate corrective measures and disciplinary actions, as necessary and appropriate. Investigations shall be completed within 5 days of receipt of a compliance concern, unless circumstances require an extension of this time as approved by the compliance officer. If the investigation results in a determination that the compliance concern is substantiated, the compliance officer shall initiate and oversee the implementation of appropriate corrective measures, which may include educational efforts, repayment of any overpaid amounts or self-reporting to clients in accordance with contract requirements.

7. Education and Communication Activities.

LanguageLine Solutions maintains procedures for communication and training to establish compliance with the Code of Conduct and the FWA Compliance Policy. The education and communication programs will include:

- A. Orientation for all newly hired interpreters on the Code of Conduct and the FWA Compliance Policy.**

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- B. Education for managers and supervisors in areas of compliance risk, on implementation and oversight of compliance activities, and appropriate monitoring and reporting.
- C. Annual FWA Compliance Policy education for interpreters.
- D. Education for the board of directors regarding fraud, waste, and abuse compliance activities and responsibilities.

8. Monitoring Procedures.

LanguageLine Solutions will monitor and review its operation to allow it to detect violations of the fraud, waste, and abuse laws and regulations, the Code of Conduct or the FWA Compliance Policy. These monitoring activities will include:

- A. The review of compliance systems to monitor adherence to the FWA Compliance Policy.
- B. Review activities can include review of documents, trend analysis, interviews with managers, and non-management personnel, and on-site visits.

9. Disciplinary Action.

LanguageLine Solutions will impose appropriate disciplinary action against any interpreter who violates the FWA Compliance Policy requirements. Disciplinary action will be appropriate to the violation, including possible termination of employment or contract, consistent with LanguageLine Solutions' policies and procedures.

Disciplinary action may be imposed in the event of: failure to comply with LanguageLine Solutions' FWA Compliance Policy; failure to comply with LanguageLine Solutions Code of Conduct; failure to comply with relevant laws and regulations; failing to report noncompliance; hiding or minimizing noncompliance activities or assisting in noncompliant activities; failure by managers and supervisors to reasonably detect noncompliance; and retaliation against an individual who reports a concern of potential noncompliance.

No employee or contractor shall be punished solely on the basis that the individual reported what was reasonably believed to be an act of wrongdoing or a violation of the FWA Compliance Policy. However, an employee or contractor will be subject to disciplinary action if it is reasonably concluded that the report of wrongdoing was knowingly fabricated or was knowingly distorted, exaggerated, or minimized.

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Scott W. Klein
President and CEO-LanguageLine Solutions

1/28/13
Date

Creation Date: 12/17/09	Revision #: Original	Rev Date: 1/15/2013
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Policy #: 107	Title: Standard of Business Conduct
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STANDARDS OF BUSINESS CONDUCT

As a matter of principle LanguageLine Solutions conducts its business with the highest standards of integrity in its association with its customers, vendors and employees. LanguageLine Solutions' reputation for the quality of its products and services and the best interests of its customers, owners and employees require that the company maintain business practices that command the respect of everyone with whom the company conducts business. The dedication of LanguageLine Solutions and all of its employees to these Standards of Business Conduct demonstrates our commitment to the highest standards of ethical conduct in the pursuit and transaction of our business. Employees are also required to comply with LanguageLine Solutions' Code of Conduct with Respect to Conflicts of Interest; Disclosure and Assignment of Inventions; Solicitation of Customers and Employees; and Trade Secrets Policy that is distributed to all employees.

Standards of the Employment Relationship

Dealing with Each Other

Effective relationships are based on the recognition of the value and worth of each individual, and the necessity to provide a working climate conducive to the success and well-being of all employees.

At LanguageLine Solutions we work to create an atmosphere of mutual trust and respect by being honest, fair and consistent. We are committed to treating all employees fairly and impartially, and consistently following employee policies and procedures.

At LanguageLine Solutions we invite open and honest communications. We value the opinion of employees and respect their diverse backgrounds and perspectives. We encourage communication among employees and solicit ideas and suggestions for improvements within the Company.

Employee Development

Employees are responsible for their career development. LanguageLine Solutions will offer opportunities for training and development including tuition assistance for continuing education. It is LanguageLine Solutions' policy to conduct performance and development assessments and to support the career development of our employees.

Non-Discrimination and Sexual Harassment

LanguageLine Solutions is committed to the policy and practice of non-discrimination. It is company policy to provide a workplace free of unlawful harassment, including sexual harassment. Verbal or physical harassment or behavior that creates a hostile work environment will not be tolerated.

LanguageLine Solutions has adopted a Discrimination/Sexual Harassment Policy which should be referenced for additional information and procedures.

Conflict of Interest

Employees should avoid situations where their private interests or that of the members of their family conflict with the interests of the LanguageLine Solutions. A conflict of interest exists when the employee's loyalties or actions are divided between LanguageLine Solutions' interests and the interests of another person or entity. Employees may not solicit or accept salaries, fees, commissions or any other thing of value from contractors, suppliers, customers, consultants, or other persons and organizations doing business with LanguageLine Solutions.

In the event an employee's activities or relationship with another person or organization might conflict with job performance or the Company's interests, the employee must disclose the potential conflict to his or her manager. The potential conflict issue will be reviewed by management and the employee will be notified if the relationship poses a conflict of interest.

Confidential and Proprietary Information

Employees must maintain the confidentiality of LanguageLine Solutions' trade secrets and proprietary information. Examples of proprietary information include bid data, employee pay rates, proprietary software, customer lists, planning materials, marketing plans, and much of the technical information that the Company generates or uses in its business.

Media Contact and Public Discussion

News media contact and responses, and public discussion of Company business, should be made only through the Marketing Department. Inquiries should be referred to the Vice President of Sales/Marketing or Director of Marketing.

Standards for Conducting Business

Dealing with Customers

Serving customers is the focal point of our business. LanguageLine Solutions will accurately represent our products, services, and prices in our marketing, advertising, and sales efforts. Assuring customer satisfaction is the best way to ensure business success.

Dealing with Suppliers

LanguageLine Solutions is committed to the fair treatment of suppliers. We will select suppliers who provide the best value for our customers and LanguageLine Solutions. They will have every opportunity to compete openly and fairly for our business.

Proprietary Information of Others

LanguageLine Solutions regularly receives third party proprietary information. The wrongful possession or use of any proprietary information of any supplier, customer, business partner, or competitor is prohibited. Employees must obtain such proprietary information only under the terms of a written confidentiality agreement containing the terms and conditions for the use and protection of the information.

Gifts, Meals, and Entertainment

Business-related social contacts can be in the best interest of LanguageLine Solutions when properly conducted on a limited basis. Giving and receiving business gifts of nominal value is permissible, provided they are associated with a business purpose and are reasonable in cost. Giving or receiving gifts of significant value is strictly prohibited. Customary business entertainment is proper; impropriety results when the frequency, nature or value of the entertainment is such that it could be interpreted as affecting or intending to affect an otherwise objective business decision. Employees should make every effort to ensure that a third party would not have a reason to view these contacts, entertainment or gifts as improper.

Under no circumstances may a gift of money or equivalent be given or received. Employees will decline or return any kind of gift, favor, or offer of excessive entertainment which violates these guidelines and inform the Officer of our policy.

LanguageLine Solutions employees conducting business with governmental entities must be aware of and comply with the prohibitions concerning gratuities or entertainment. Please refer to Section C below.

Improper Payments

No payment will be made by, or anything of value given, on behalf of LanguageLine Solutions either directly or indirectly to government officials, political candidates, or officers or employees of customers, suppliers or competitors which violates applicable laws, or is designed to secure favored treatment for the Company.

Accurate Records and Reporting

LanguageLine Solutions records must reflect an accurate, complete and verifiable record of all transactions. No false or misleading entries may be made for any reason; and no employee may assist any other person in making such entries.

Political Contributions

Federal law prohibits a corporation from making a contribution in connection with federal elections. In addition, many of the fifty states and foreign countries have similar laws prohibiting corporate political contributions in connection with elections.

Legal Compliance

Our policy is to comply with all laws and regulations that are applicable to our business both in the United States and in other countries. To that end, the use of any LanguageLine Solutions funds or resources for an unlawful or improper purpose is strictly prohibited.

Employees must become familiar with and comply with the laws and regulations which govern their areas of responsibility. Whenever there is doubt as to the application of laws or regulations, employees should refer their questions or concerns to their manager.

C. Standards for Conducting Business with the United States Government, State and Local Government Entities

Special Nature of Government Business

The Federal Acquisition Regulation (FAR), and related laws and regulations, govern the Company's business with U.S. government agencies. The Company will comply with all applicable rules regarding socioeconomic considerations, e.g., affirmative action, contracts with small and small disadvantaged businesses, and labor standard requirements.

Procurement Integrity

The Procurement Integrity Act prohibits a competitor from seeking or obtaining proprietary information related to competitors or government source selection information. The Act also restricts hiring by the Company of former government

procurement officials. All employees are obligated to report suspected violations of the Act to his or her manager.

Contract Negotiation and Pricing

Pursuant to the Truth in Negotiations Act, the FAR requires the Company to certify in writing that its cost and pricing data are current, complete and accurate up through the date of the agreement on contract price with the government.

A claim of defective pricing, which could result in financial penalties and possible criminal charges against the Company and the individuals involved, may arise from a failure to comply with the Act. Extra care should be taken in the preparation of cost or pricing data before submitting it to the person responsible for submitting the proposal to the government. Changes affecting the cost or pricing data must be referred to the Vice President of Sales/Marketing, Chief Financial Officer or President of the Company.

Contract Performance

It is essential that the terms and conditions of each contract with the government are complied with, particularly in the areas of key personnel, deliverable products and services. Prior written approval of an authorized government representative must be obtained before substitutions or changes can be made in such areas. Only a written contract modification can change a contract requirement.

Subcontracting

Special procedures must be followed when purchasing materials and services from other companies for use in government contracts. Many government contract requirements must be passed down to the Company's subcontractors and suppliers. The Vice President of Sales/Marketing will ensure compliance with required provisions in subcontracts.

Consultant Services

In retaining consultants to work on behalf of the Company, care should be taken to ensure that no conflict of interest exists. Employees overseeing such retained consultants must document and monitor the conformance of consultant services to the FAR both as to cost and scope of work.

Recording and Charging of Costs

Employees must ensure that their work is accurately recorded as it was performed. Intentional mischarging of costs is a criminal offense and a violation of Company policy. Employees must ensure that all costs are charged to the appropriate client account.

Gifts, Meals or Gratuities

Employees may not provide or pay for meals, refreshments, travel or lodging expenses, or give anything of value to, federal government employees, except as specifically permitted by federal law and regulations then in effect. Employees must also comply with state, local and foreign government rules governing the acceptance of business courtesies.

Kickbacks

The Anti-Kickback Act forbids offering, soliciting, providing or rewarding favorable treatment in connection with United States government contracts. The law requires LanguageLine Solutions to report violations to the government where there are reasonable grounds to believe that a violation exists. Employees should review with his or his manager any suspected violations.

D. *Compliance and Assistance*

Reporting Violations of the Standards of Conduct

An employee who becomes aware of a violation of these Standards or believes that a violation may take place in the future must report the violation. The report should be made to the employee's immediate supervisor or manager who, in turn, must report it to the Vice President of Sales/Marketing, Chief Financial Officer or President of the Company. To ensure that a reporting employee is protected from reprisal, requests for anonymity will be respected to the extent this does not result in the violation of the rights of another employee. Any employee attempting reprisal against the reporting employee will be subject to disciplinary action up to and including termination.

These Standards of Business Conduct are to be strictly followed at all times and under all circumstances. Any violation will subject an employee, without regard to position or tenure with LanguageLine Solutions, to disciplinary action, up to and including termination.

Individual Judgment

In summary, these Standards of Business Conduct have been developed to help us better understand and ensure the proper conduct of LanguageLine Solutions' business. The standards it contains are in the best interest of our employees, shareholders, customers, and the public at large. Ultimately, it is up to each of us to act consistent with these Standards of Business Conduct, and to maintain professional business behavior on behalf of LanguageLine Solutions.



Scott W. Klein
President and CEO-LanguageLine Solutions

1/28/13
Date

Creation Date: 6/1/2000	Revision #: 03	Rev Date: 1/15/2013
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Policy #: 108

Title: Protected Health Information HIPPA

HIPAA PRIVACY AGREEMENT

Interpreter and other designated employee may have access to or receive protected health information during the performance of their duties. In accordance with existing Agreements the Interpreter or other designated employee has with LanguageLine Solutions, the individual is required to keep all information obtained in the performance of duties for LanguageLine Solutions in strict confidence, and is prohibited from disclosing confidential information to anyone, except in the performance of the individual's duties for LanguageLine Solutions. The purpose of this Privacy Agreement is to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and to reinforce and expand these confidentiality requirements to protected health information.

DEFINITIONS

- Health care means care, services, or supplies related to the health of an individual.
- Health care provider means a provider of services, a provider of medical or health services, and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.
- Health information means any information, whether oral or recorded in any form or medium, that:
 - (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

OBLIGATIONS AND ACTIVITIES OF INTERPRETER AND OTHER DESIGNATED

LanguageLine Solutions Confidential Information
Effective Date 1/15/2013

EMPLOYEE

1. Interpreter and other designated employee is permitted to use and disclose protected health information only as necessary to provide services to LanguageLine Solutions customers while on duty. Interpreter and other designated employee will not use or disclose protected health information in a manner that would violate the requirements of this Agreement or the provisions of HIPAA

Interpreter or other designated employee may use and disclose protected health information for the proper management and administration of LanguageLine Solutions, or to carry out the legal responsibilities of LanguageLine Solutions.

2. The interpreter or other designated employee agrees that he/she shall:

(A) Not use or further disclose health information other than as permitted or required by Interpreter's agreement with LanguageLine Solutions, while providing services for LanguageLine Solutions, or as required by law;

(B) Use appropriate safeguards to prevent the use, disclosure or misuse of health information;

(C) Report to LanguageLine Solutions any use, disclosure or misuse of health information not provided for by Interpreter's or other designated employee's agreement with LanguageLine Solutions;

(D) Ensure that any agents, including a subcontractor, to whom Interpreter or other designated employee provides protected health information received from, or created or received by LanguageLine Solutions agrees to the same restrictions and conditions that apply to the Interpreter or other designated employee with respect to such health information;

(E) Make available to an individual protected health information about that individual in accordance with the law;

(F) Make available protected health information in order to allow an entity to amend or correct protected health information in accordance with the law;

(G) Make available the health information required to provide an accounting of disclosures made by a health plan, health care clearinghouse, or health care provider.

(H) Make its internal practices, books, and records relating to the use and disclosure of protected health information created or received by the Interpreter on behalf of LanguageLine Solutions, available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA; and

LanguageLine Solutions Confidential Information
Effective Date 1/15/2013

(l) At termination of the Agreement between LanguageLine Solutions and Interpreters and other designated employees, if feasible, return or destroy all protected health information created or received by them on behalf of LanguageLine Solutions that the individual still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Privacy Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3. Compliance with this Agreement is essential. Accordingly, any intentional violation of this Agreement may result in the immediate termination of your employment.



Scott W. Klein
President and CEO- LanguageLine Solutions

1/28/13
Date

Rev # 1 Rev Date: 1/15/2013

Please Print Name CRID

Signature Date

LanguageLine Solutions Confidential Information
Effective Date 1/15/2013



Business Continuity Plan

Attachment LL2 - Business Continuity Plan

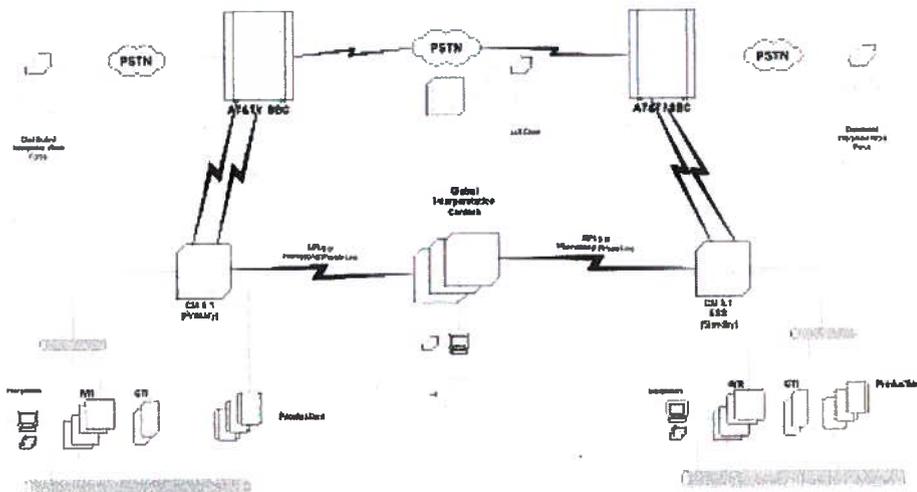
LanguageLine Solutions provides on-demand interpretation services through a state-of-the-art telephony infrastructure connecting multiple call centers and remote interpreters to support more than 200 languages. We have engineered, expanded and upgraded our facilities over the last 31 years, using cutting edge technology to deliver interpretation services.

Our company owned and operated secure network infrastructure is unmatched in the industry. The company has invested tens of millions of dollars in technology and its service delivery infrastructure to provide uninterrupted access and global reach. Our technology infrastructure is "always on" carrier grade, which allows us to scale like no other interpretation service provider while providing unparalleled availability, privacy, and security. Our business continuity is provided through mirrored data centers, which ensure reliability and system availability 24 / 7 / 365 days a year. LanguageLine Solutions has a "hot" backup site whereas most of our competitors' redundancy is limited to redundant components within the site.

During typical day-to-day operations, LanguageLine Solutions provides Over-the-Phone Interpretation (OPI) service delivery via our Primary Call Center in California. LanguageLine Solutions has instituted a Business Continuity & Technology Recovery Plan to mitigate the potential Business Impact of our service delivery systems being offline. Due to Technology Recovery planning, critical resources such as Call Center systems, Computer Processing Platforms and Voice/Data Network Connectivity equipment within the California facility are either duplicated or engineered with robust functionality. Such features may include dual power supplies and processors or other key components.

In the event of a significant service disruption affecting our systems in California, Technology Recovery planning stipulates that LanguageLine Solutions will invoke Business Continuity mode operations and activate the Secondary Call Center in Illinois. Operational and Technical Support personnel follow documented, tested procedures in coordinating the rehomeing of traffic to the Secondary Call Center. Technology Recovery components within this facility include a duplicated infrastructure, Call Center, service delivery systems and network connectivity. With Business Continuity mode operational, incoming customer traffic is redirected to the Illinois facility at the network level. Outlying LanguageLine Solutions resources such as Global Centers and the Work-At-Home force are also transitioned to Illinois-based production mode and service delivery continues.

Figure 1 – Network Diagram





Business Continuity Plan

Overview of Domestic and Global Call Center key components

LanguageLine Solutions' Domestic (California and Illinois) Call Center infrastructures feature separate, redundant resources. Either facility is independently capable of supporting 100% of the LanguageLine Solutions service delivery requirements.

Core components of the domestic locations include the following:

- AT&T and Verizon provide voice and data connectivity via OC-12 and OC-48 facilities. T45 services are typically terminated within Adtran Multiplexers featuring redundant power and CPU. Inbound Voice Services are managed in real-time at the network level via AT&T's RouteIt application.
- Call Center services are provided by an Avaya Aura Communication Manager (CM) environment in Enterprise ESS mode. This design of Avaya's flagship product features redundant communications servers and power supplies in California and Illinois. Nearly 400 separate DS1 interfaces provide connectivity to external (PSTN - Public Switched Telephone Network) and internal (Global Centers, IVR, etc.) resources.
- Multiple Avaya Voice Portal and Conversant platforms are used for IVR services. In typical operation, at least two IVRs are in production mode with a third available for standby. Redundant Avaya AES servers supply Computer Telephony services.
- Multiple SUN Servers and Oracle Databases provide redundant production support for the LanguageLine Solutions service delivery environment.
- Emergency Power plants support all key system components in all locations. UPS power with diesel generator backup provides uninterrupted power to equipment/computer rooms, the Call Center and critical HVAC.

LanguageLine Solutions Global Centers are interconnected with the domestic facilities via either the AT&T or Verizon networks. Core components of these facilities include the following:

- Global Centers are supported by either an Avaya Communication Manager or Definity Communications System. Maximum availability designs include redundant servers, processor complexes and power supplies. Agents within these sites participate in a unified, enterprise-wide ACD environment.
- Voice and Data services for Global Centers are supported via either private MPLS or International Private Line networks.
- An Emergency Power plant supports all key system components. UPS power with diesel generator backup provides uninterrupted power to equipment/computer rooms, the Call Center and critical HVAC.

In addition, the internationally located LanguageLine Solutions Work-At-Home force is robust by nature. Due to their dispersed locations, this work force sustains optimal availability.

Monthly & Quarterly Testing Program

LanguageLine Solutions performs a monthly functional test of major systems to ensure proper functionality of Business Continuity & Technology Recovery components in real-time. Secondary Call Center systems exercised during this test include Voice and Data networks, Call Center and processing systems. Simulated customer traffic is delivered to the Technology Recovery platform to assure system integrity.

Additionally, on a quarterly basis, Business Continuity mode operations are invoked in full production mode. During the duration of this real-time test, LanguageLine Solutions Global Centers, Work-At-Home personnel and inbound calls are rehomed to the Secondary Call Center in Illinois. This Technology Recovery test assures full service delivery functionality during Business Continuity operations.

Attachment LL3 - California State Certification



Business Entities (BE)

Online Services
- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Business Entity Detail

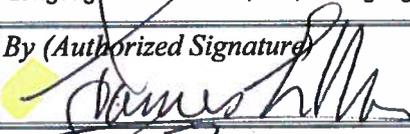
Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, March 08, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	LANGUAGE LINE SERVICES, INC.
Entity Number:	C2370236
Date Filed:	12/24/2001
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	ONE LOWER RAGSDALE DR BLDG 2
Entity City, State, Zip:	MONTEREY CA 93940
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Language Line Services, Inc., A LanguageLine Solutions Company		<i>Federal ID Number</i> 77-0586710
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jim Moore, CIO		
<i>Date Executed</i> 3-18-13	<i>Executed in the County of</i> MONTEREY, CALIFORNIA	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

Macintosh HD:Users:fredalong:Documents:Fred Work:RFPz:03-08-2013 - CA 911 Re-
Bid:drafts:Forms:CCC-307.doc

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None"; go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Brian B. Collins Enterprises Brian B. Collins Phone: (800) 776-5376 Fax: (760) 633-3388	1730 Wilstone Ave. Encinitas, CA 92024 brian@ovation.tv	DVBE #1010038	Provision for customer training	3%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.epprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 8: COMMERCIALY USEFUL FUNCTION CERTIFICATION

Bidders must complete, sign and submit with their bid response.

Date: 3-18-13

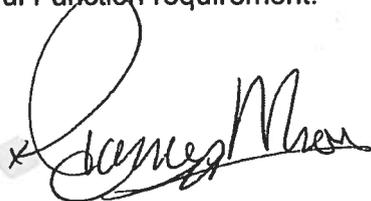
Name of Bidder: Language Line Services, Inc., A LanguageLine Solutions Company

A business that is performing a commercially useful function is one that does all of the following:

- 1) Is responsible for the execution of a distinct element of the work of the Contract.
- 2) Carries out its obligation by actually performing, managing or supervising the work involved.
- 3) Performs work that is normal for its business, services and function.
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement below detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement.

Subcontract will be supporting the customer training aspects of this IFB to meet the Commercially Useful Function requirement.



JAMES MOORE CHIEF FINANCIAL OFFICER

ATTACHMENT 9: WORKERS' COMPENSATION INSURANCE CERTIFICATION

Bidders must complete, sign and submit with their bid response.

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.



Signature

James Moore, Chief Information Officer

Name and Title (Print or Type)

Language Line Services, Inc., A LanguageLine Solutions Company

Firm Name

3-18-13

Date

1 Lower Ragsdale Drive, Building 2

Street Address

Monterey, CA 93940

City, State ZIP

ATTACHMENT 12: DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

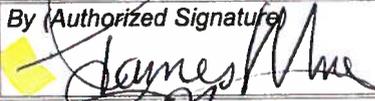
Therefore, to be eligible to submit a bid response, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i> Language Line Services, Inc., A LanguageLine Solutions Company	<i>Federal ID Number</i> 77-0586710
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i> Jim Moore, Chief Information Officer	

1. _____
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
- OR**
3. J.M.
Initials
+ certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Jim Moore, Chief Information Officer	
<i>Date Executed</i> 3-18-13	<i>Executed in the County and State of</i> MONTEREY, CALIFORNIA

**ATTACHMENT 13: IRAN CONTRACTING ACT
(PUBLIC CONTRACT CODE SECTIONS 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Language Line Services, Inc. / A LanguageLine Solutions Company		Federal ID Number (or n/a) 77-0586710
By (Authorized Signature) 		
Printed Name and Title of Person Signing Jim Moore, Chief Information Officer		
Date Executed 3-18-13	Executed in MONTEREY, CALIFORNIA	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: New York Police Department

Street Address 11 Metrotech Center City Brooklyn State NY Zip Code 11201

Contact Person Mike Foley

Telephone Number (347) 250-1325

Email Address mfoley@nypd.org

Alternate Contact Person Scott Liebegott

Alternate Telephone Number (646) 610-8861

Alternate Email Address scott.liebegott@nypd.org

The average number of minutes per month of foreign language emergency interpretation telephone calls within the last 12 months

Dates of Service: FROM: January 1990 TO: Present

Value or Cost of Service 400,000

Brief Description of Service Provided

LanguageLine Solutions supports New York City Police Department in a number of capacities, starting with emergency support to the City's 911 service. In the last 12 month period we supported requests for over 97,000 calls covering 79 languages. NYPD also uses LanguageLine Solutions to support language access through local precincts to facilitate communication with witnesses, victims, suspects and the general public, and has also supported specific citywide public safety programs.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?

Federal State County City Other, Explain

2. Were the dates of Service performed by Bidder within the last five (5) years?

YES or NO # of Years Services Performed: _____

3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?

YES or NO

4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?

_____ Number of Minutes

5. Did the service from "Bidder" meet the level of satisfaction that was required?

YES or NO

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: 9-1-1 San Francisco Department of Emergency Management

Street Address 1011 Turk Street City San Francisco State CA Zip Code 94102

Contact Person Lisa Hoffmann

Telephone Number 415-558-3870

Email Address lisa.hoffmann@sfgov.org

Alternate Contact Person

Alternate Telephone Number

Alternate Email Address

The average number of minutes per month of
foreign language emergency interpretation
telephone calls within the last 12 months
7,411 minutes/average/month
Value or Cost of Service \$9,264

Dates of Service: FROM: April 2008 TO: Present

Brief Description of Service Provided

On demand access to telephone interpreting for 911 calls. In the last 12 months we support requests for 44 languages.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?
 Federal State County City Other, Explain
2. Were the dates of Service performed by Bidder within the last five (5) years?
 YES or NO # of Years Services Performed: _____
3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?
 YES or NO
4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?
_____ Number of Minutes
5. Did the service from "Bidder" meet the level of satisfaction that was required?
 YES or NO

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: 9-1-1 Long Beach Police Department

Street Address 2990 Redondo Ave. City Long Beach State CA Zip Code 90806

Contact Person Rich Funke

Telephone Number 562-570-9559

Email Address rich.funke@longbeach.gov

Alternate Contact Person Robert Belcher

Alternate Telephone Number

Alternate Email Address robert.belcher@longbeach.gov

The average number of minutes per month of
foreign language emergency interpretation
telephone calls within the last 12 months
3,407 minutes/average/month
Value or Cost of Service \$4,259

Dates of Service: FROM: April 2008 TO: Present

Brief Description of Service Provided

On demand access to telephone interpreting for 911 calls. In the last 12 months we support requests for 26 languages.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?
 Federal State County City Other, Explain
2. Were the dates of Service performed by Bidder within the last five (5) years?
 YES or NO # of Years Services Performed: _____
3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?
 YES or NO
4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?
_____ Number of Minutes
5. Did the service from "Bidder" meet the level of satisfaction that was required?
 YES or NO

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: 9-1-1 San Diego County Sheriff

Street Address 5580 Overland Ave. City San Diego State CA Zip Code 92123

Contact Person Hanan Harb

Telephone Number 858-565-3294

Email Address hanan.harb@sdsheriff.org

Alternate Contact Person Gail Larsen

Alternate Telephone Number (858) 565-5498

Alternate Email Address

The average number of minutes per month of
foreign language emergency interpretation
telephone calls within the last 12 months
2,769 minutes/average/month
Value or Cost of Service \$3,461

Dates of Service: FROM: April 2008 TO: Present

Brief Description of Service Provided

Brief Description of Service Provided: On demand access to telephone interpreting for 911 calls. In the last 12 months we support requests for 26 languages.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?
 Federal State County City Other, Explain
2. Were the dates of Service performed by Bidder within the last five (5) years?
 YES or NO # of Years Services Performed: _____
3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?
 YES or NO
4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?
_____ Number of Minutes
5. Did the service from "Bidder" meet the level of satisfaction that was required?
 YES or NO

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: 9-1-1 Los Angeles City Fire Department

Street Address 200 North Main Street City Los Angeles State CA Zip Code 90012

Contact Person Leslie Parada

Telephone Number 213-576-8948

Email Address leslie.parada@lacity.org

Alternate Contact Person

Alternate Telephone Number

Alternate Email Address

The average number of minutes per month of
foreign language emergency interpretation
telephone calls within the last 12 months
1,143 minutes/average/month

Dates of Service: FROM: April 2008 TO: Present

Value or Cost of Service \$1,429

Brief Description of Service Provided

On demand access to telephone interpreting for 911 calls. In the last 12 months we support requests for 36 languages.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?

Federal State County City Other, Explain

2. Were the dates of Service performed by Bidder within the last five (5) years?

YES or NO # of Years Services Performed: _____

3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?

YES or NO

4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?

_____ Number of Minutes

5. Did the service from "Bidder" meet the level of satisfaction that was required?

YES or NO

ATTACHMENT 6: CUSTOMER REFERENCE FORM

REFERENCE

Name of Department: 9-1-1 San Diego Police Department

Street Address 1401 Boardway City San Diego State CA Zip Code 92101

Contact Person Gerardo Gurrola

Telephone Number 619-531-2271

Email Address ggurrola@pd.sandiego.gov

Alternate Contact Person Roxanne Cahill

Alternate Telephone Number (619) 531-2940

Alternate Email Address rcahill@pd.sandiego.gov

The average number of minutes per month of
foreign language emergency interpretation
telephone calls within the last 12 months
1,990 minutes/average/month
Value or Cost of Service \$2,488

Dates of Service: FROM: April 2008 TO: Present

Brief Description of Service Provided

Brief Description of Service Provided: On demand access to telephone interpreting for 911 calls. In the last 12 months we support requests for 41 languages.

FOR OFFICIAL USE: TO BE COMPLETED BY THE PROCUREMENT OFFICIAL

1. What Category best describes your department?

Federal State County City Other, Explain

2. Were the dates of Service performed by Bidder within the last five (5) years?

YES or NO # of Years Services Performed: _____

3. Does the Contract with Bidder exceed \$10,000 with a term of not less than one (1) year?

YES or NO

4. Within the last 12 months, what was the average number of minutes per month of foreign language emergency interpretation telephone calls handled by the Bidder?

_____ Number of Minutes

5. Did the service from "Bidder" meet the level of satisfaction that was required?

YES or NO

February 21, 2013

Anthony Lucas
Procurement Official
California Technology Agency
Office of Administration/Procurement and Contract Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741

Reference: IFB 12-131167 Re-bid 1 Foreign Language Emergency Interpretation Services

Dear Mr. Lucas,

Language Line Services intends to submit a response to this solicitation, however, we have a problem with two areas of the IFB that we ask the State to reconsider:

Business Requirement 2

2. The Bidder shall provide documentation that shows Bidder currently is or has handled at a minimum an average of 25,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "an urgent call related to health and/or safety that require immediate connection to an interpreter." Documentation shall include statistics of the total of the call volume in minutes, indication of the total average per month in the last 12 months, and name of customer. (M)

We believe the mandatory average monthly minute volume is too low. Using the State's combined usage data in Exhibit A-1 as an indication of annual minute volume, the State requires, this solicitation requires a vendor to serve over 1.7 million minutes annually or over 148,000 minutes per month. The minimum of 25,000 minutes per month has little relevance on a vendor's ability to adequately support the State's actual demand. To serve the State efficiently, a provider should be able to demonstrate the ability to support the State's minimum average needs. In 2012, that was roughly 148,000 minutes per month.

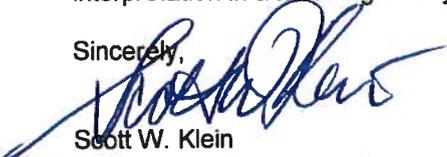
Business Requirement 29

29. The Bidder shall provide documentation that shows the Bidder has the capability of handling at a minimum an average of 129,000 minutes per month of foreign language emergency interpretation telephone calls within the last twelve (12) months. "Emergency" is defined as "an urgent call related to health and/or safety that require immediate connection to an interpreter". Documentation shall include statistics of the total of the call volume in minutes, indication of the total average per month in the last 12 months, and name of customer. (Optional)

Given the comments on Business Requirement 2 above, we feel that this requirement for an average of 129,000 minutes per month of foreign language emergency interpretation should at the very least be made a mandatory requirement, and in the State's interest, be increased to the most recent historical average, or 148,000 minutes per month.

We hope that the State will reconsider these requirements to cover the risks associated with telephone interpretation in a meaningful way that will support the needs of the State and the people it serves.

Sincerely,


Scott W. Klein
President and CEO

ATTACHMENT 3: INTENT TO BID LETTER

Anthony Lucas
Procurement Official
California Technology Agency
Office of Administration/Procurement and Contract Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741

Anthony.Lucas@state.ca.gov

Reference: IFB 12- 131167 Re-bid 1 Foreign Language Emergency Interpretation Services

This is to notify you that it is our present intent to [submit/not submit] information in response to the above referenced IFB. The individual to whom all information regarding this IFB shall be transmitted is:

Name:	GREG HOLT, LANGUAGE LINE SERVICES, INC		
Address:	ONE LOWER RAGSDALE DR. BLDG 2		
City, State, and ZIP Code:	MONTEREY, CA 93940		
Telephone:	831-648-7108	FAX:	831-648-7108
E-Mail:	GHOLT@LANGUAGELINE.COM		

We: (select one)

- Intend to submit a bid and have no problem with the IFB requirements.
- Intend to submit a bid, but have one or more problems with the IFB requirements for reasons stated in this response.
- Do not intend to submit a bid, for reasons stated in this response, and have no problem with the IFB requirements.
- Do not intend to submit a bid because of one or more problems with the IFB requirements for reasons stated in this response.

Comment(s)/Explanation(s)

We are enclosing, as requested, the signed Attachment 4, Confidentiality Statement and we concur with the proposed contract language as presented in the IFB.

Sincerely,


Signature (Original not stamped or electronic)

SCOTT W. KLEIN
Name and Title

SKLEIN@LANGUAGELINE.COM
Email Address

LANGUAGE LINE SERVICES INC
Company

(800) 752-6096
Telephone

(800) 821-9040
FAX

ATTACHMENT 4: CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I agree that all persons employed by this company or subcontracted by this company will adhere to the following policy:

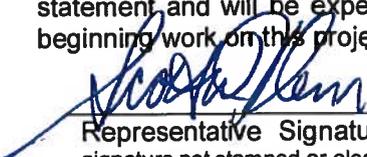
All information belonging to the State or its affiliated agencies is considered sensitive and/or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all Project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the California Technology Agency has on file a confidentiality agreement signed by the other persons, and the disclosure is authorized and necessary to the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and concepts and discussions as well as writing or electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the Confidentiality Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (for State employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized Technology Agency representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the contract monitor at the Technology Agency before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the Technology Agency.

All personnel assigned to this project shall be provided a confidentiality and non-disclosure statement and will be expected to sign and return it to the representative listed below before beginning work on this project.



Representative Signature (original
signature not stamped or electronic)

2-21-13

Date

PLEASE TYPE/PRINT:

Representative Name: SCOTT W. KLEIN
Representative Title: PRESIDENT & CEO
Representative Phone: (800) 752-6096
Company Name: LANGUAGE LINE SERVICES, INC.
Company Address: ONE LOWER RAGSDALE DR. BLDG 2, MONTEREY CA 93940

