

RFP Title: Translation of Videos for Self-Represented Litigants  
RFP Number: ADR-032814-RB

**ATTACHMENT 2  
Standard Terms and Conditions**

1. In this agreement (the “Agreement”), the term “Contractor” refers to **TBD (“Contractor”)** and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.

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2. This Agreement becomes effective as of **TBD** (the “Effective Date”) and expires on **TBD**

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3. The title of this Agreement is: Translation of Videos for Self-Represented Litigants  
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

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4. The maximum amount that the AOC may pay Contractor under this Agreement is **\$TBD**

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5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following recitals, exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence:
  - JBCL Appendix, Exhibits A, C, B, D, E, and F.
  - Exhibit A –Standard Provisions
  - Exhibit B – Special Provisions
  - Exhibit C – Payment Provisions
  - Exhibit D – Work To Be Performed
  - Exhibit E – Contractor’s Key Personnel, Work Process, and Products
  - Exhibit F – Attachments, including Attachment 1, Acceptance & Signoff Form
  - Appendix A – JBCL Appendix

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>TBD</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>TBD</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>TBD</b>
DATE EXECUTED	DATE EXECUTED
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS <b>TBD</b>

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**EXHIBIT A**

**STANDARD PROVISIONS**

**1. INDEMNIFICATION**

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

**2. RELATIONSHIP OF PARTIES**

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

**3. TERMINATION FOR CAUSE**

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

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

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

**4. NO ASSIGNMENT**

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

**5. TIME OF ESSENCE**

Time is of the essence in Contractor's performance of this Agreement.

**6. VALIDITY OF ALTERATIONS**

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

**7. CONSIDERATION**

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

*END OF EXHIBIT*

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**EXHIBIT B**

**SPECIAL PROVISIONS**

**1. DEFINITIONS**

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

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable or other Contract requirement, in compliance with the Contract Documents, including without limitation, the statement of work.
- B. **“Administrative Director”** refers to that individual or authorized designee, empowered by the AOC to make final and binding executive decisions on behalf of the AOC.
- C. **“Amendment”** means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“AOC”** shall mean the Administrative Office of the Courts, the staff agency to the Judicial Council of California.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’s business or the business of its constituents. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- F. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed AOC Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”

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- G. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the AOC to the Contractor for performance of the Work, in accordance with the Contract Documents.
- H. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to do the Contract Work. The Contractor is one of the parties to this Agreement.
- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day, unless otherwise specified.
- K. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the AOC for acceptance.
- L. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the AOC are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- M. **“Judicial Branch Entity”** has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts (AOC); and these entities comprise the “Judicial Branch.”
- N. **“Key Personnel”** refers to the Contractor’s personnel identified in their resumes and whom the AOC has identified and approved to perform the Work of the Contract.
- O. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

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- P. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- Q. **“Standard Agreement Coversheet”** refers to the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- R. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the AOC may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Attachment.
- S. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the AOC refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- K. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the AOC.
- T. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Agreement.
- U. **“To Be Determined”** or **“TBD”** is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the AOC and incorporated into the Agreement via Amendment(s).
- V. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary

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

**2. MANNER OF PERFORMANCE OF WORK**

The Contractor shall complete all Work specified in these Contract Documents to the AOC's satisfaction and in compliance with the Non-discrimination/No Harassment Clause, as set forth in this Attachment.

**3. TERMINATION OTHER THAN FOR CAUSE**

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

**4. STATE'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

**5. STOP WORK**

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



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**6. AGREEMENT ADMINISTRATION/COMMUNICATION**

A. Under this Agreement, the Project Manager, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.

i. Any Notice from the Contractor to the AOC shall be in writing and shall be delivered the Project Manager as follows:

TBD

ii. Other than for Notices, the Project Manager may be contacted as follows:

TBD

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

TBD

**7. STANDARD OF PROFESSIONALISM**

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

**8. EVALUATION OF CONTRACTOR**

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

**9. ACCEPTANCE OF THE WORK**

A. The Project Manager shall be responsible for the *Acceptance of the Work and Sign-off Form (Exhibit F, Attachment 1)* required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the Acceptance Criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:

i. Timeliness: The Work was delivered on time;

ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and

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

**10. CONTRACTOR'S PERSONNEL AND REPLACEMENT OF PERSONNEL**

- A. The AOC reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the AOC under this Agreement if in the AOC's opinion, either the performance of the Contractor's personnel is unsatisfactory, or continued assignment of any of Contractor's personnel is not in the best interest of the AOC. The AOC agrees to provide Notice to the Contractor in the event it makes such a determination. If the AOC exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

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- B. If any of the Contractor's Key Personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel acceptable to the Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resumes set forth.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project contact.
- D. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the AOC, the AOC may terminate this Agreement for cause pursuant to paragraph 3, above.

**11. SUBCONTRACTING**

- A. The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the AOC agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. Notwithstanding the language in paragraph A, above, the AOC hereby gives its consent to permit Contractor to subcontract specific services to the following Subcontractor:

TBD

The services provided by the above-named Subcontractor shall be limited to:

TBD

All other work shall be performed by the Contractor, unless otherwise mutually agreed upon in writing by the parties.

**12. NOTICE OF FORCE MAJEURE**

If performance is delayed as a result of Force Majeure, the affected party shall provide prompt Notice to the other party and shall be excused from default or delay in performance while such circumstances prevail so long as such party continues to use commercially reasonable efforts to recommence performance as soon as possible.

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**13. SERVICES WARRANTY**

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

**14. CHANGES AND AMENDMENTS**

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

**15. ACCOUNTING SYSTEM REQUIREMENT**

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

**16. RETENTION OF RECORDS**

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

**17. AUDIT**

The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all Data relating to performance to the AOC under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after the expiration date of this Agreement, whichever occurs later.

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**18. INSURANCE REQUIREMENTS**

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- iv. In the event Contractor has employees: Workers' Compensation at statutory requirements of the state of residency.
  - v. In the event Contractor has employees: Employers' Liability with limits not less than \$1,000,000.00 for each accident.
  - vi. Commercial General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - vii. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the AOC and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The AOC, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

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- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the AOC, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the AOC, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
  - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the AOC's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the AOC, the Contractor shall, upon Notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the AOC of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Avenue, 6<sup>th</sup> Floor, San Francisco, CA 94102-3688.

**19. CONFIDENTIALITY**

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

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may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

#### **20. COPYRIGHTS AND RIGHTS IN DATA**

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the AOC.

#### **21. OWNERSHIP OF RESULTS**

- A. Unless the Contractor and the AOC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the AOC's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the AOC shall be treated as if it were "work for hire" for the AOC, and (ii) the Contractor will immediately disclose to the AOC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor in the course of or related to providing services to the AOC.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the AOC, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the AOC. The Contractor agrees to execute any documents required by the AOC to register its rights and to implement the provisions herein. Upon the AOC's written request, the Contractor shall provide the AOC with all this Data within thirty (30) Days of the request.
- C. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the AOC.

#### **22. LIMITATION ON PUBLICATION**

The Contractor shall not, without prior written consent of the AOC, directly or indirectly, make use of advertising or publicity containing any reference to the AOC or any of its employees.

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**23. LIMITATION ON STATE'S LIABILITY**

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

**24. USE OF STATE OR COURT PROVIDED EQUIPMENT**

Neither the state nor the courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the contractor, or by any of its employees, subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the contractor by the state or courts.

**25. CONFLICT OF INTEREST**

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

B. The Contractor certifies and shall require any Subcontractor to certify to the following:

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

**26. COVENANT AGAINST GRATUITIES**

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the AOC with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the AOC will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the AOC in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and



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remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**27. NATIONAL LABOR RELATIONS BOARD**

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

**28. DRUG-FREE WORKPLACE**

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

**29. NONDISCRIMINATION/NO HARASSMENT CLAUSE**

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or proposer for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and proposers for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, §§12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, §§7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, §12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

**30. AMERICANS WITH DISABILITIES ACT**

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

**31. PERMITS AND LICENSES**

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

**32. CALIFORNIA LAW**

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

**33. SEVERABILITY**

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

**34. WAIVER**

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

**35. SIGNATURE AUTHORITY**

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

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**36. SURVIVAL**

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

**37. ENTIRE AGREEMENT**

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

**38. JBCL Appendix**

This Agreement incorporates the terms and conditions set forth in Appendix A entitled “JBCL Appendix” attached to this Agreement. If there is any conflict between a provision in the JBCL Appendix and any other provision of this Agreement, the provision contained in the JBCL Appendix prevails.

*END OF EXHIBIT*

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**EXHIBIT C**

**PAYMENT PROVISIONS**

**1. Contract Amount**

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

**2. Payment for Contract Work**

- A. For performing the Work of this Agreement, the AOC shall compensate the Contractor at the firm fixed prices as set forth in Table 1, below, for the completion and Acceptance of each Deliverable, as set forth in Exhibit D, Work to be Performed, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the AOC.

**Table 1: Deliverables and Firm Fixed Amounts**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Firm Fixed Amount Per Deliverable</b>	<b>Firm Fixed Amount Per Video</b>
<b>Small Claims Video Translated from English to Korean</b>			
<b>Deliverable 1a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 1b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 1c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 1d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 1e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

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**Table 1: Deliverables and Firm Fixed Amounts**

Title / Deliverable	Deliverable Description	Firm Fixed Amount Per Deliverable	Firm Fixed Amount Per Video
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<b>Small Claims Video Translated from English to Mandarin</b>			
<b>Deliverable 2a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 2b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 2c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 2d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 2e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Unlawful Detainer Video Translated from English to Korean</b>			
<b>Deliverable 3a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 3b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 3c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 3d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 3e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Unlawful Detainer Video Translated from English to Mandarin</b>			
<b>Deliverable 4a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 4b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 4c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 4d</b>	Draft of the video Master DVD.	\$ TBD	

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**Table 1: Deliverables and Firm Fixed Amounts**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Firm Fixed Amount Per Deliverable</b>	<b>Firm Fixed Amount Per Video</b>
<b>Deliverable 4e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Civil Harassment Video Translated from English to Korean</b>			
<b>Deliverable 5a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 5b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 5c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 5d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 5e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Civil Harassment Video Translated from English to Mandarin</b>			
<b>Deliverable 6a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 6b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 6c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 6d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 6e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Civil Harassment Video Translated from English to Russian</b>			
<b>Deliverable 7a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 7b</b>	Draft of narrative audio file	\$ TBD	

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**Table 1: Deliverables and Firm Fixed Amounts**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Firm Fixed Amount Per Deliverable</b>	<b>Firm Fixed Amount Per Video</b>
<b>Deliverable 7c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 7d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 7e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Debt Collection Video Translated from English to Korean</b>			
<b>Deliverable 8a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 8b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 8c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 8d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 8e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Debt Collection Video Translated from English to Mandarin</b>			
<b>Deliverable 9a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 9b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 9c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 9d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 9e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

<b>Debt Collection Video Translated from English to Russian</b>			
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**Table 1: Deliverables and Firm Fixed Amounts**

Title / Deliverable	Deliverable Description	Firm Fixed Amount Per Deliverable	Firm Fixed Amount Per Video
<b>Deliverable 10a</b>	Draft of Translated script, screen text, and captions;	\$ TBD	
<b>Deliverable 10b</b>	Draft of narrative audio file	\$ TBD	
<b>Deliverable 10c</b>	Draft of artwork for DVD and cover	\$ TBD	
<b>Deliverable 10d</b>	Draft of the video Master DVD.	\$ TBD	
<b>Deliverable 10e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	\$ TBD	
<b>Video Total</b>			\$ TBD

**3. Direct Expenses**

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

**4. Other Expenses**

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

**5. Taxes**

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

**6. Method of Payment**

A. The Contractor shall submit an invoice for Work provided upon completion of the Deliverables, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being



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withheld and what remedial actions the Contractor must take to receive the withheld amount.

- B. The AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
- i. The Contract number.
  - ii. A unique invoice number.
  - iii. The Contractor's name and address.
  - iv. The taxpayer identification number (the Contractor's federal employer identification number).
  - v. A description of the completed Work, including services rendered, Deliverable(s) made, as appropriate.
  - vi. The contractual charges, including the appropriate price

- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3688

*END OF EXHIBIT*

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**EXHIBIT D**  
**WORK TO BE PERFORMED**

**1. SCOPE OF SERVICES**

Contractor will reproduce two existing videos, *Resolving Your Small Claims Case in the California Courts* and *Resolving Your Unlawful Detainer Case in the California Court*, in [Mandarin and Korean] and two other existing videos, *Resolving Your Civil Harassment Case in the California Courts* and *Resolving Your Debt Collection Case in the California Courts* in [Russian, Mandarin, and Korean].

**2. STATEMENT OF THE WORK**

- A. The Contractor will provide the services set forth, below, for the period June 29, 2014 through December 30, 2015.
- B. General requirements.
- i. The translations provided by the contractor must be complete and accurate. All work, including translations, narrations, and editing must be performed in accordance with industry standards by qualified professionals and must be reviewed for accuracy, completeness, and functionality by the contractor prior to submission;
  - ii. Professional broadcast quality recording, editing, and DVD authoring hardware and software must be used in all phases;
  - iii. Video must be edited, as necessary, to match the normal speed of narration in each language; and
  - iv. DVDs must be authored with menu options allowing the user to select the following features:
    - Narration language of choice
    - Subtitles display in the selected language, with on/off option
    - Play of entire video or individual chapters
    - Repeat play
  - v. Web streaming versions of the videos must be playable in their entirety or in individual chapters, with or without subtitles, and must be delivered on DVD-Rom optical data discs in the following formats:
    - For the AOC website: Source files, in standard definition 4:3 Microsoft DV

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- .AVI format
    - For the *www.YouTube.com* website: Source files in high definition 16:9 Microsoft DV .AVI, .FLV, or .WMV format.
  - vi. Contractor must obtain and provide releases from all “talent” i.e., individuals appearing in or contributing to the video.
  - vii. Contractor must promptly correct, at no additional charge, any errors in translations identified by the AOC within one calendar year from delivery of videos to the AOC.
- C. Scope of work. The work required by the contractor is expected to include, but not be limited to:
- i. Translation of the narration script, screen text and captions and review of translation for accuracy and completeness;
  - ii. Narration;
  - iii. Editing existing video, including screen text and to match narration pace as necessary;
  - iv. Creating and reviewing caption files;
  - v. DVD authorizing;
  - vi. Revising and reproducing DVD artwork;
  - vii. DVD duplication; and
  - viii. DVD assembly and packaging.

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D. Deliverables. The Contractor will provide the Deliverables in Table 1, below, by the due date.

**Table 1: Deliverables and Due Dates**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Due Date</b>
<b>Small Claims Video Translated from English to Korean</b>		
<b>Deliverable 1a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 1b</b>	Draft of narrative audio file	TBD
<b>Deliverable 1c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 1d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 1e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Small Claims Video Translated from English to Mandarin</b>		
<b>Deliverable 2a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 2b</b>	Draft of narrative audio file	TBD
<b>Deliverable 2c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 2d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 2e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Unlawful Detainer Video Translated from English to Korean</b>		
<b>Deliverable 3a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 3b</b>	Draft of narrative audio file	TBD
<b>Deliverable 3c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 3d</b>	Draft of the video Master DVD.	TBD

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**Table 1: Deliverables and Due Dates**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Due Date</b>
<b>Deliverable 3e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Unlawful Detainer Video Translated from English to Mandarin</b>		
<b>Deliverable 4a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 4b</b>	Draft of narrative audio file	TBD
<b>Deliverable 4c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 4d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 4e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Civil Harassment Video Translated from English to Korean</b>		
<b>Deliverable 5a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 5b</b>	Draft of narrative audio file	TBD
<b>Deliverable 5c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 5d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 5e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Civil Harassment Video Translated from English to Mandarin</b>		
<b>Deliverable 6a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 6b</b>	Draft of narrative audio file	TBD
<b>Deliverable 6c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 6d</b>	Draft of the video Master DVD.	TBD

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**Table 1: Deliverables and Due Dates**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Due Date</b>
<b>Deliverable 6e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

**Civil Harassment Video Translated from English to Russian**

<b>Deliverable 7a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 7b</b>	Draft of narrative audio file	TBD
<b>Deliverable 7c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 7d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 7e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

**Debt Collection Video Translated from English to Korean**

<b>Deliverable 8a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 8b</b>	Draft of narrative audio file	TBD
<b>Deliverable 8c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 8d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 8e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

**Debt Collection Video Translated from English to Mandarin**

<b>Deliverable 9a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 9b</b>	Draft of narrative audio file	TBD
<b>Deliverable 9c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 9d</b>	Draft of the video Master DVD.	TBD

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**Table 1: Deliverables and Due Dates**

<b>Title / Deliverable</b>	<b>Deliverable Description</b>	<b>Due Date</b>
<b>Deliverable 9e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

<b>Debt Collection Video Translated from English to Russian</b>		
<b>Deliverable 10a</b>	Draft of Translated script, screen text, and captions;	TBD
<b>Deliverable 10b</b>	Draft of narrative audio file	TBD
<b>Deliverable 10c</b>	Draft of artwork for DVD and cover	TBD
<b>Deliverable 10d</b>	Draft of the video Master DVD.	TBD
<b>Deliverable 10e</b>	Final Master DVDs, suitable for replication and duplication; 200 copies of each DVD title, in DVD cases with DVD Case and disc artwork; and Final Digital files in formats acceptable for streaming on the AOC website and www.YouTube.com website	TBD

**3. CONTRACTOR’S RESPONSIBILITIES**

- A. The Contractor’s Project Manager will have the following responsibilities:
- i. Responsible for the end results and for day-to-day Project management;
  - ii. Serves as the Contractor’s primary contact;
  - iii. Works closely with the AOC Project Manager;
  - iv. Manages, prepares, and refines the Agreement’s end results;
  - v. Proactively assists with resolution of issues with any aspect of the Work;
  - vi. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
  - vii. Works with the AOC Project Manager to manage and coordinate work and knowledge transfer; and
  - viii. Responsible for management of Project budget within constraints of Work requirements.

RFP Title: Translation of Videos for Self-Represented Litigants  
RFP Number: ADR-032814-RB

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**4. AOC'S RESPONSIBILITIES**

- A. The AOC Project Manager will have the following roles and responsibilities:
- i. Responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and
  - ii. Escalating issues for resolution to AOC management.

*END OF EXHIBIT*



RFP Title: Translation of Videos for Self-Represented Litigants  
RFP Number: ADR-032814-RB

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**EXHIBIT E**  
**CONTRACTOR'S KEY PERSONNEL**

**TBD**

*END OF EXHIBIT*

RFP Title: Translation of Videos for Self-Represented Litigants  
RFP Number: ADR-032814-RB

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

Description of Work provided by Contractor:

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Date submitted: \_\_\_\_\_

Work is:

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

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

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

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF ATTACHMENT

## ATTACHMENT 2 Standard Terms and Conditions

### JBCL APPENDIX

*This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.*

**1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

**1.1. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

**1.2. National Labor Relations Board.** No more than one, 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 requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

**1.3. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

**2. Provisions Applicable Only to Certain Agreements.** The provisions in this section are ***applicable only to the types of agreements specified in the title of each subsection.*** If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

## **ATTACHMENT 2**

### **Standard Terms and Conditions**

**2.1. Agreements over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

**2.2. Agreements over \$50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

**2.3. Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**2.4. Agreements for Services over \$200,000 (Excluding Consulting Services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**2.5. Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (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 Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

**2.6. Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.

**2.7. Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of

## **ATTACHMENT 2**

### **Standard Terms and Conditions**

this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**2.8. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement 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. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

**2.9. Agreements relating to DVBE Incentive.** This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**2.10. Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

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### **Standard Terms and Conditions**

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**2.11. Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then 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 Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

**2.12. Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no

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reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

**2.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

**2.14. Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for nonavailability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.

**2.15 Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

END OF JBCL APPENDIX