

**ATTACHMENT 2  
CONTRACT TERMS AND CONDITIONS**

**EXHIBIT A  
JUDICIAL COUNCIL STANDARD TERMS AND CONDITIONS  
(NON-IT SERVICES)**

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council 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

The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

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

5. Time of Essence

Time is of the essence in the performance of Work under 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 A

## **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 Judicial Council after the Contractor has completed a Deliverable or other Contract requirement, in compliance with the Contract documents including without limitation, Exhibit D, Work to be Performed.
- B. **“Administrative Director of the Courts”** refers to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- C. **“Amendment”** means a written document issued by the Judicial Council 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. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’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.
- E. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- F. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the Judicial Council for performance of the Work, in accordance with the Contract documents.

- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**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 Judicial Council for acceptance.
- K. “**Disabled Veteran’s Business Enterprise**” or “**DVBE**” means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, navel, or air service.
- L. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council 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 Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart.**”
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. “**Member**” TBD
- 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. **"Order"** refers to ordering document.
- R. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council's representatives.
- S. **"Stop Work Order"** means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- T. **"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 Judicial Council 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.
- U. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- V. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
- W. **"Trial Court(s)"** or **"Court(s)"** means one or more of the fifty-eight (58) Superior Courts in the California trial court system.
- X. **"Work"** or **"Work to be Performed"** or **"Contract Work"** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
- Y. **"Work Authorization"** Work authorized to be performed in an Order.

2. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provision paragraph 3, the Judicial Council 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 Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

3. Options to Renew

- A. The Agreement shall remain in effect from [TBD] through **June 30, 2018** (“**Initial Term**”), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- C. The parties agree that the Judicial Council may elect to extend the Agreement up to three (3) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
  - i. **July 1, 2018** through **June 30, 2019** (“**First Option Term**”).
  - ii. **July 1, 2019** through **June 30, 2020** (“**Second Option Term**”).
  - iii. **July 1, 2020** through **June 30, 2021** (“**Third Option Term**”).
- D. In the event the Judicial Council elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the Judicial Council’s Standard Agreement form.
- E. In the event the Judicial Council under its sole discretion exercises any option Term under this Agreement, any price adjustment may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

Bureau of Labor Statistics

[http://data.bls.gov/timeseries/CUUR0000SA0?output\\_view=pct\\_12mths](http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths)

Consumer Price Index – All Urban Consumers

12-Month Percent Change

Series ID: CUUR0000SA0

Not Seasonally Adjusted  
Area: U.S. city average  
Item: All items  
Base Period: 1982-84=100

The rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit C, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

During the initial two (2) year term, all prices shall remain fixed. The Judicial Council may negotiate price adjustments applicable during the option period(s) and any agreed upon price adjustments will be set forth in a written amendment to this Master Agreement.

Payment will be provided to Contractor by the Purchasing Group member.

4. Judicial Council's Obligation Subject to Availability of Funds
  - A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, 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 Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council'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 Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
    - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
  - C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an

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

5. Stop Work

- A. The Judicial Council 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 (“**Stop Work Order**”). 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 Judicial Council 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 Judicial Council 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 Judicial Council decides the facts justify the action, the Judicial Council 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 Judicial Council’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.



- D. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.
6. Agreement Administration/Communication
- A. Under this Agreement, the Project Manager shall monitor and evaluate the Contractor's performance. The Project Manager for this Agreement is **TBD**. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered as follows:
- TBD**, Project Manager  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688
- B. Notice to the Contractor shall be directed in writing to:
- TBD**
7. Manner of Performance of Work
- The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Non-discrimination Clause, as set forth in this Exhibit B.
8. No Obligation
- This Agreement does not obligate the Judicial Council or any Member to place any orders under this Agreement nor does it guarantee Contractor a specific volume of orders under this Agreement.
9. Relationship of Parties
- The Judicial Council has the authority to enter into master agreements for services on behalf of the Members. Individual Members may elect to utilize this Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Agreement shall govern such purchase. Each Order placed by a member and incorporating the terms of this Agreement shall constitute and be construed as a separate, independent agreement between such member and Contractor. The term "Order" refers to an ordering document used by any member to place orders for Translations Services under this Agreement.
10. Acceptance of the Work

- A. The Judicial Council's Project Manager ("Project Manager") shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Agreement:
  - i. Timeliness: The Work was delivered on time;
  - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
  - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the Judicial Council, in accordance with direction from the Project Manager. The Judicial Council shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria.
- D. If the Judicial Council rejects the Work provided, the Judicial Council's Project Manager shall submit to the Contractor a written rejection, describing in detail the failure of the Work as measured against the Criteria. If the Judicial Council 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 Judicial Council and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Judicial Council's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the Judicial Council, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Judicial Council, 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 Judicial Council 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 Judicial Council may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

11. Contractor's Personnel and Replacement of Personnel

- A. The Judicial Council reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Judicial Council under this Agreement if in the Judicial Council's opinion, the performance of the Contractor's personnel is unsatisfactory. The Judicial Council agrees to provide Notice to the Contractor in the event it makes such a determination. If the Judicial Council exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. The responsibilities of the Contractor's Key Personnel are set forth in Exhibit D, Work to be Performed. If the Contractor's Key Personnel, as identified in Request for Proposal, Proposal Contents, Section 7.0, Contractor's Key Personnel's Resume, becomes unavailable during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills to the Contractor's Key Personnel, as demonstrated by the resume set forth in Request for Proposal, Proposal Contents, Section 7.0, Contractor's Key Personnel's Resume.
- C. If the Contractor's Key Personnel identified in Request for Proposal, Proposal Contents, Section 7.0, Contractor's Key Personnel, becomes unavailable during the term of this Agreement, the Contractor will supply a substitute acceptable to the Judicial Council's Project Manager.
- D. If the Contractor's Key Personnel becomes unavailable or is disapproved and the Contractor cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

12. Subcontracting

- A. The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council 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 subparagraph A, above, the Judicial Council hereby gives its consent to Contractor to subcontract specific services to the following Subcontractor [TBD]
  - i. The services provided by the above-named Subcontractor shall be limited to [TBD]. All other work shall be performed by the Contractor.
  - ii. The Contractor shall retain all obligations and liabilities in this Agreement.

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 Judicial Council, 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 Judicial Council Standard Agreement.

15. Evaluation of Contractor

The Judicial Council shall evaluate the Contractor's performance under the Agreement.

16. Confidentiality

- A. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council 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 Judicial Council'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 Judicial Council that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
  - C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
17. 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.
18. 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 Judicial Council.
19. Ownership of Results
- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.
  - B. 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 Judicial Council.
20. Accounting System Requirement

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

21. Retention of Records

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

22. Audit

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

23. Limitation on Publication

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

24. Limitation on Judicial Council's Liability

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

25. 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 Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if

such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the state of residency.
  - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
  - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Judicial Council 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 Judicial Council, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, 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 Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request.

- F. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, 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 Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Manager, Contracts, 455 Golden Gate Ave., 6<sup>th</sup> Floor, San Francisco, CA 94102-3688.
26. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of state funds or that are sponsored by the Judicial Council 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 Judicial Council 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.

27. 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 Judicial Council 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 Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Judicial



Council 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.

28. Drug-Free Workplace

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

29. Americans with Disabilities Act

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

30. 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.

31. California Law

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

32. 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.

33. 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.

34. Signature Authority

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

35. Survival

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

36. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are 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.

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

i. **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.

ii. **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.

iii. **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 Judicial Council.

- B. 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.
- i. **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the California State Auditor for a period of three years after final payment.
  - ii. **Agreements over \$50,000.** No 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).
  - iii. **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.
  - iv. **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 & Institutions Code section 11200 and PCC 10353.
  - v. **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 Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

- vi. **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.
- vii. **Agreements for the Purchase of Certain Goods, and Printing, Parts Cleaning, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the Judicial Council, 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 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.
- viii. **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 Judicial Council 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 Sweat free 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 Judicial Council.
- ix. **Agreements for which Contractor Has Committed to Achieve DVBE Participation.** Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the

performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

- x. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the Judicial Council 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 (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 Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. If the Judicial Council 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 Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Judicial Council 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 Judicial Council 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 Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- xi. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council; (ii) adhere to litigation plans designated by the Judicial Council, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council, whether conducted by employees or designees of the Judicial Council or by any legal cost-control provider retained by the Judicial Council for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Judicial Council. 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 the 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.

- xii. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the Judicial Council 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 reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- xiii. **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.

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 Judicial Council.

END OF EXHIBIT B

**EXHIBIT C**  
**PAYMENT PROVISIONS**

1. Payment for Contract Work

For performing the Work of this Agreement, as set forth in Exhibit D, Work to be Performed, and each order issued, the Judicial Council shall compensate the Contractor, for the completion and Acceptance of the Work, at the flat rate fees set forth in Table 1 below.

Table 1

Language Translated To (From English)	Rate
<b>TBD</b>	<b>TBD</b>

2. Additional Fees

- A. The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the Contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time. The foregoing comparison shall take into effect total scope, volume, geography (to the extent that geography has a direct effect on the Contractor's actual costs), service levels (when taken as a whole), technology, and assets associated with the services provided by the Contractor in each case and any taxes and transition charges included within the charges for such services. If, during any Term, the Contractor enters into a Government Contract contradicting the foregoing sentence, the Contractor shall (a) give the Judicial Council immediate notice of any such lower pricing, and (b) offer to the Judicial Council an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year, upon the Judicial Council's request, an officer of the Contractor shall verify to the Judicial Council that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.
- B. Contractor shall not charge nor shall the Purchasing Group Members pay any overtime rate
- C. Contractor shall not request nor shall the Purchasing Group Members consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

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 Members 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 Members are 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. Purchasing Group Members 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 Work, as set forth in Exhibit D, Work to be Performed. After receipt of invoice, the member will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. Payments are made in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
  - i. The Contract number;
  - ii. The Project Manager's name;
  - iii. A unique invoice number;
  - iv. The Contractor's name and address;
  - v. The taxpayer identification (federal tax identification number);
  - vi. A description of the completed Work, a description of the services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate;
  - vii. The dates worked;
  - viii. The appropriate contractual charge(s) as set forth in this Exhibit; and
  - ix. A preferred remittance address, if different from the mailing address.



- C. The Contractor shall submit one (1) original invoice to:  
TBD by Member
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

2. Payment Does Not Imply Acceptance of Work

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

END OF EXHIBIT C

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

1. Summary of Work

A. The Contractor will provide the services as described in this Exhibit D Work To Be Performed, to the staff of the Judicial Council of California, for the benefit of the 58 Superior Courts of California, the California Appellate Courts, which includes the Supreme Court of California, (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”)

2. Scope of Work

A. The Contractor will provide the types of services described herein, including, but not limited to translating, formatting, and field testing of foreign language forms; translating and formatting of foreign legal documents and contracts, translation and formatting of posters, brochures and other informative leaflets/notices and websites/selected web pages, translating and formatting of correspondence, and/or the conversion of technical or complex forms into “Plain Language English”. Services to be performed for any and all projects will be determined as the need arises and will be communicated to the Contractor that has been awarded a Master Agreement. Purchasing Group member(s) may place individual orders for translation services by issuing a Purchase Order. A Purchase Order is defined as an ordering document used by a Purchasing Group member to place an order for work under a Master Agreement. Neither the Judicial Council nor the Members of the Purchasing Group make any representations as to the amount of future work that may be available to a Contractor once a Master Agreement is awarded.

B. The Contractor will participate in revision processes with some revisions being prepared by Contractor, and some revisions being prepared by the Purchasing Group member using Purchasing Group member’s software. The Contractor will deliver completed revisions to the Purchasing Group member within five (5) business days of a request for revision. The revision process will be deemed completed when Purchasing Group member is satisfied with the final translation and formatting.

C. All completed formatted forms **MUST EXACTLY MATCH** the English version unless otherwise agreed to in writing.

D. The Contractor will provide it’s completed translated documents/forms in the native format unless specified otherwise by the Purchasing Group member. Such native format includes at the minimum, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Adobe PDF or their equivalent. Contractor must be able to convert Microsoft files into PDF format. Completed PDF forms are not the on-line fillable type.

- E. The Contractor will receive and transmit drafts and final versions of forms from and to the Purchasing Group member in writing, which includes secure e-mail, electronic file attachments to e-mail, web portal, or if requested by the Purchasing Group member, by facsimile, USPS mail, or overnight services to the Purchasing Group member.
  - F. For Spanish translations, the Contractor must use the glossary/style guide referenced at the following web site:  
<http://www.courts.ca.gov/selfhelp/espanol/glosario.htm>, unless otherwise agreed in writing by the Purchasing Group member requesting the work.
  - G. Languages other than Spanish must follow the language, register and dialect style of translation currently used in the Judicial Council's current Domestic Violence and Juvenile Dependency forms referenced at  
<http://www.courts.ca.gov/forms.htm> unless otherwise agreed in writing by the Purchasing Group member requesting the work.
  - H. Ownership and copyright of the native documents and resulting translated documents will remain with the Purchasing Group member, who will distribute at will to the general public and to other Judicial Branch entities, including other Purchasing Group Members, regardless of their use of any Master Agreement resulting from this RFP.
  - I. English word counts will be determined using Microsoft Word's word count feature.
  - J. Use of Subcontractors. Contractor may use qualified subcontractors as set forth in Exhibit B, paragraph 12 and will indemnify, defend and save harmless the State of California, the Judicial Council and the Purchasing Group Member(s) as set forth in Exhibit A, paragraph 1, Indemnification.
  - K. Contractor must state what certification(s) and Memberships(s) it holds with professional translation associations, and the effective date of each.
  - L. No machine generated translations are allowed.
  - M. All Work must be performed within the United States. Offshore translations are not allowed.
3. Ordering Process
- A. Purchasing Group Members may place individual orders for translation services pursuant to the resulting Master Agreement. Orders will be placed by issuing a Purchase Order. See section 5.a of Attachment 3, Master Agreement Terms and Conditions.

- B. Contractor will establish an individual account for any Member of the Purchasing Group that elects to place an order directly with the Contractor.
- C. The Contractor will receive and transmit drafts and completed work from and to the Purchasing Group member by secure electronic file attachments to e-mail in Microsoft Word and/or Adobe Acrobat "pdf" file formats or facsimile as specified in the order.
- D. Contractor is required to maintain an email address with a form of acknowledgement of receipt for ordering, inquiries, and customer service within one (1) business day of receipt of order. Contractor will state the maximum attachment size limit and alternatives for the Purchasing Group member(s) for transmitting files that are larger than the maximum allowed.

4. Customer Service

The Contractor's customer service process will ensure that all customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of service issues. The customer service process includes, but is not limited to:

- a. Customer service organizational structure.
- b. Contact process and contact person identified by position in the company (phone, email, fax, etc.).
- c. Follow up process.
- d. Internal procedures to track customer service contact and resolution.
- e. Escalation process to resolve outstanding customer service issues.

5. Reports

The Contractor will provide to the Judicial Council Project Manager quarterly reports that include a summary of the services ordered, including the ordering Purchasing Group member and the total value ordered during the quarter reported per Purchasing Group member. Quarterly reports must be provided no later than thirty (30) business days after the end of each quarter and will include purchases that are paid for with a check or credit card, as well as what work is currently being worked on.

6. Estimated Volumes

No minimum service estimate is stated in this Master Agreement. The individual Purchasing Group Members will not be required to use any Master Agreement. The Purchasing Group Members will make their purchasing decision based on what is in their best interest.

END OF EXHIBIT