

CONTRACT

FOR

**WRITTEN TRANSLATION OF BALLOTS & OTHER ELECTION
MATERIALS**

BY AND BETWEEN

COUNTY OF ORANGE

AND

CORPORATE TRANSLATION SERVICES, INC.
~~DOING BUSINESS AS~~ DBA CTS LANGUAGELINK

**CONTRACT
WRITTEN TRANSLATION OF BALLOTS AND OTHER ELECTION MATERIALS**

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CONTRACT

This Agreement, hereinafter referred to as "Contract" is made and entered into on the date approved by the Board of Supervisors or when fully executed by the parties, whichever occurs later, and is by and between the County of Orange, a political subdivision of the State of California hereinafter referred to as "County," and Corporate Translation Services, Inc., a Washington corporation, ~~doing business as~~ DBA CTS LanguageLink, with a place of business at 911 Main Street, Suite 10, Vancouver, WA 98660 hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

ATTACHMENTS/EXHIBITS

~~This Contract is comprised of this document and the following attachments/exhibits, which are incorporated by reference into this Contract.~~

~~Attachment A—Scope of Work~~

~~Attachment B—Compensation/Payment~~

~~Attachment C—Staffing Plan~~

~~Exhibit A—County of Orange Child Support Enforcement Certification~~

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for Written Translation of Ballots & Other Election Materials for the County; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Written Translation of Ballots & Other Election Materials with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, and C and Exhibit A which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Amendments may require the approval of the County Board of Supervisors.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Contractor further warrants that all work required to be performed hereunder shall conform to the descriptions in this Contract and will be performed in a professional manner according to industry standards. Contractor agrees to indemnify, defend and hold County and its indemnitees as identified in section P below, and as more fully described in section P, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software purchased or modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in section P below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-

discrimination law or regulation, including but not limited to Section 1720 et seq. of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

P. Indemnification and Insurance

Indemnification Provision

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance

coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability (Errors & Omissions)	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of section P above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval pursuant to an amendment in accordance with section C above.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required

under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of section P above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** ~~Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.~~ **Intentionally Left Blank.**
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable or rendered illegal by any change in law or regulation, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon approval by the County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and shall be effective for a two year term renewable for an additional two years.

3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
5. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent pursuant to an amendment in accordance with section C above.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - Terminate the Contract immediately, pursuant to section K herein;
 - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contact or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.
- The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.
16. **Contractor's Records:** The Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.
17. **County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to

the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

18. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

19. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall

be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or terminate for convenience as stated in section K herein.

- 20. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit A)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm

21. **Entire Contract:** This Contract and all of its attachments comprise the entire contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor's proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County 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 County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
23. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
24. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon

delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Corporate Translation Services, Inc. dba CTS LanguageLink
911 Main Street, Suite 10
Vancouver, WA 98660
ATTN: ~~Pamela Ballard~~ Sarah Gamble

For County: County of Orange
Registrar of Voters
P.O. Box 11298
Santa Ana, CA 92711
ATTN: ~~Janine Boiarsky~~ Kristin Reed

25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
26. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the attachments and exhibits.
27. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
29. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all

services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

30. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
31. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
32. **Usage:** No guarantee is given by the County to Contractor regarding usage of this Contract. The Contractor agrees to supply services requested, as needed by the County, at prices listed in the Contract.

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

By: _____
Signature Date

Print Name Title

By: _____
Signature Date

Print Name Title

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the officer to bind the company.

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

APPROVED AS TO FORM
County Counsel

Print Name Title

By: _____
Signature Date

APPROVED AS TO CONTENT

Print Name Title

By: _____
Signature Date

ATTACHMENT A

SCOPE OF WORK

BACKGROUND

Under the Voting Rights Act and Elections Code §14201 and §14111, to ensure accessibility of election information for limited English proficiency voters, the Registrar of Voters is required to provide written translations of ballot measures, ballot instructions and other voting materials printed in four alternate languages in addition to English: Chinese, Korean, Spanish, and Vietnamese. The Chinese required is Traditional. Contractor shall produce written translation of ballots, sample ballot pamphlets and other voting materials in these languages in electronic file format.

WORK TASKS

The Contractor will provide written translations for the official ballot and sample ballot each election in all four alternate languages above based on an English version provided by County. In Korean and Chinese (Traditional), transliterations must be provided in electronic file format such as XML or InDesign. As required by Election Code §14111, translations must be provided by “a person selected by the elections official from the list of approved translators and interpreters of the superior court of the county or from an institution accredited by the Western Association of Schools and Colleges.” Documents shall be provided for translation by County no earlier than The filing period is usually one hundred and thirteen days before the election (E-113). The majority of documents (over 90%) shall be provided after to eighty-eight five days before the election (E-885). Contractor will have from approximately E-113 to approximately forty seven days before the election (E-47) to complete all of the translations. A large portion of the documents will be ready for translation around E-88. All translations including changes shall be completed by Contractor and approved as final by County no later than E-47 per the County’s deadlines. County reserves the right to adjust deadlines as needed. Contractor shall meet all deadlines, including corrections requests, with 100% compliance and accuracy.

Contractor shall at a minimum meet the turnaround times listed below:

Word Count	Standard Number of Days Required to Complete:		
	Initial Translation	Multiple Changes	Single Changes
Less than 1,000	1-2	2-3	1-2
1,000 – 4,999	2-5	3-6	2-5
5,000 – 9,999	5-9	6-10	5-9
10,000 – 14,999	9-14	10-15	9-14
15,000 – 19,999	12-16	13-17	12-16
20,000 – 24,999	16-18	17-19	16-18
25,000 – 29,999	18-20	19-21	18-20
30,000 – 34,999	20	21	20
35,000 or more	20	21	20

Each of Contractor’s translators who are used for any particular translation project shall translate between 1,500 – 2,500 words per day, and a skilled editor shall edit between 3,000 and 5,000 words per day.

~~For elections smaller than Countywide elections, Contractor shall complete initial translations of individual documents, as well as any multiple and single changes to the translations, based upon the following document word counts: 200, 300, 400, 500, and 1,000.~~

Words	Initial Translation	Multiple Changes	Single Change
200	24 Hrs	24 Hrs	4 Hrs
300	24 Hrs	24 Hrs	4 Hrs
400	24 Hrs	24 Hrs	4 Hrs
500	24 Hrs	24 Hrs	4 Hrs
1,000	48 Hrs	24 Hrs	4 Hrs

~~For Countywide elections, Contractor shall at a minimum meet the turnaround times listed below in number of days.~~

Contractor's Translation Division team shall work round the clock, seven (7) days a week, during election season. If, for some reason during an election project, County is unable to reach Contractor's Project Manager in the office, she will be available by cell phone, and Contractor's Translation Division Manager and Chief Operations Officer will also be available by cell phone to ensure that County has access to Contractor's resources at any time of the day or night.

The volume of translation varies from election to election. The total amount of translations can be very high for a major election. For example, more than 4600 pages of documents were translated in each supported language in the 2008-2014 General Election. ~~Therefore the combined total of translation work required for all four languages amounted to more than 1600 pages. Approximately 1290,000 words were translated for each language and a total of 475,000 words were translated for all languages.~~ In addition to word count, the timing of document delivery for translation varies by election and may create a high volume of documents in a short period. For example, in the 2014 General Election, 43% of all documents (241 of 563) were delivered in a three-day window around E-70. Due to various deadlines in ballot creation and election logistic planning, all the translations often need to be completed within one month or less. In some instances, the translations will need to be completed in 24 hour or less.

~~**Translation – Word Count (English to Languages)
November 2008 thru November 2010**~~

Election:	English to Chinese	English to Korean	English to Spanish	English to Vietnamese	Total Words
November 4, 2008 – General	119,317	119,317	118,273	118,273	475,180
November, 17 2009 – 72nd District – Primary	1,244	1,244	1,244	1,244	4,976
January 12, 2010 – 72nd District – General	521	521	521	521	2,084
February 2, 2010 – Mission Viejo Recall	987	987	987	987	3,948
June 8, 2010 – Primary	24,038	24,038	23,303	23,303	94,682
November 2, 2010 – General	127,189	126,336	126,066	125,976	505,567

~~Contractor warrants that for any particular election, it can accommodate translation of a high volume of documents with a total word count of up to 550,000 words.~~

Contractor shall ensure the **accuracy, completeness, and local/cultural sensitivity** of translated materials. For state propositions, candidate names and ballot designations, County is required to use the translations provided by the State of California. The Secretary of State sends County a list of translated

state propositions, candidate names and ballot designations. Contractor shall translate local measures, candidate statements, and other parts of the official ballot and sample ballot.

Contractor shall demonstrate quality and accuracy in translations and provide translations and changes during specified time frames. Changes shall be considered revisions requested by County to ensure the accuracy, completeness, and local/cultural sensitivity of the translated materials, the format of the translation matches the English version, and the translation includes any court-ordered changes. Contractor's staff shall have the necessary training and experience to deliver a large volume of accurate and appropriate translations in a short period of time. Contractor shall use certified translators in accordance with California Elections Code § 14111.

Contractor shall work with the County on the translation process. The County will identify the need and scope of translations as soon as the election preparation process begins. County, with input from Contractor, shall develop a timeline based on the election calendar. This timeline will guide the translation process. Once the English versions of election materials are approved, they are prepared for translation and sent to Contractor.

Contractor shall translate all documents and submit them to County in an accurate and timely manner. All translations shall be formatted to match the English version. Contractor shall uphold the highest standards regarding content, grammar, format, appropriateness for Orange County, California voters, and regional variance.

From the completion of the first draft translation to the approval of final translation, all documents must go through a multiple-step quality assurance process which is responsive to the fast-paced election cycle and occasional court-ordered changes in ballot content. The Contractor shall provide the County, with the delivery of each translation, or revision thereof, a certification that the Contractor has reviewed the translation and that the translation is clear, complete and accurate. The accuracy certification method and process will be determined by the County.

~~Contractor shall at a minimum follow the translation quality assurance process set forth below while still meeting all timelines required. The County's goal in translation is to provide Contractor with a continuous flow of documents to translate throughout the election. Contractor shall also endeavor to provide the County with a continuous flow of translated documents for proofing. This continuous flow of documents shall occur without regards to Contractor's desire to "batch" documents for translation.~~

STEP 1: Project Review

~~The Contractor Project Manager (PM) shall complete a review of the overall scope of the project: timeline, inventory of files, glossaries (if applicable), and final file delivery. Working with the County, the PM shall identify all text that should remain in the source language and develops a list for the translator's and editor's use. The PM also shall identify any typos, inconsistencies, missing text or other items in the source document that may require client clarification, and shall review these concerns with the County.~~

STEP 2: Template Building/Translation Preparation

~~During the project review, Contractor shall determine whether a template needs to be built for the translation phase. There are several reasons this might be necessary. For example, the County's source file might need to be cleaned up or recreated if it is in a non-editable format (such as a .PDF). By creating a template, Contractor shall process formatted documents through Trados, a translation memory software program.~~

STEP 3: Glossary Development

~~Contractor shall compile extensive election glossaries and updates to these glossaries to ensure that key terms are translated consistently from one document to the next and from one election to the next.~~

~~Contractor's linguistic teams shall work with County's reviewers to ensure that the "voters" glossaries reflect the County's terminology preferences. Contractor's linguists shall also attune to County reviewers' personal translation styles and strive to create translations that are not only linguistically correct and appropriate for the limited English proficient population living in Orange County, but that also mirror the County reviewers' individual styles. Contractor shall compile or update the glossary no later than after every election (before beginning work on the next election.)~~

STEP 4: Translation

~~At this stage, the PM shall place the translation with an appropriately qualified and experienced target language translator, based on the content and translator's subject matter expertise. Contractor shall only utilize translators who are native speakers of the target language. The translator will translate the materials and return it to the Project Manager for review.~~

STEP 5: Copy Editing

~~Contractor shall review all initial translations with a second, equally qualified, professional translator/editor to ensure the quality of the translation. Contractor shall have more than one set of qualified eyes review every translation, specifically targeting grammar, typography and word choice, among other things.~~

STEP 6: Translator/Client Review

~~Once the Contractor's editor has reviewed the initial translation, he or she incorporates the comments and submits them to the Contractor's original translator.~~

STEP 7: Formatting

~~Contractor shall precisely format each translation to match the original material. The Project Manager will work with County to ensure all of Contractor's deliverables meet County's requirements.~~

STEP 8: Quality Assurance/Proofreading

~~After Contractor has finished formatting the translated material, Contractor shall produce a mechanical proof to determine that:~~

- ~~❖ The layout matches the source language document~~
- ~~❖ The correct fonts have been used~~
- ~~❖ The headers and footers are consistent with the source language document~~
- ~~❖ Proper names are spelled correctly~~
- ~~❖ The pagination matches the source document and the text flows correctly~~
- ~~❖ All source language updates have been incorporated~~
- ~~❖ Margins, graphics and positioning are correct~~

STEP 9: Final Translator Review

~~Contractor shall ensure that either one of Contractor's in house translators or Contractor's original translator conducts a final review of each project, ensuring that the text has been formatted correctly, verifying that words have been hyphenated properly and that nothing has been omitted from the text during the formatting stage. Contractor's reviewer shall proof a hard copy printout and/or perform an on-screen review, depending on the need of each particular project.~~

STEP 10: Final Check/Delivery

~~The Project Manager shall gather all the final deliverables and shall verify that they meet original specifications. The PM shall make sure the layout, page numbers, proper names and other details match the source document one last time.~~

~~Upon receipt of a translation from Contractor, County will read the document and compare it against the English text to check for any errors in content, grammar and format. County carefully reviews the~~

~~translation to ensure not only that it is accurate but is also not inappropriate or offensive for the targeted audience. County also makes sure regional variance is taken into consideration in the translation. For example, voters who speak Spanish or Chinese come from many different countries. Usage of terminology in the translation needs to be representative yet general enough for the diverse community.~~

~~County will make corrections on the file and send it back to Contractor for revision, if necessary. County may need to further communicate with Contractor regarding required changes. Contractor shall allow contact between County and Contractor translation staff. Contractor shall ensure that calls and emails from County are responded to quickly and on a priority basis. Contractor shall make any requested changes and send updated translation back to County. A document may need to undergo a second or third revision.~~

~~County tracks different versions of the edits electronically with a software program developed specifically for translation purposes. The centralized tracking system has greatly streamlined the workflow and reduced the production time by allowing County and Contractor to organize, share and retrieve documents conveniently. Contractor shall utilize the Document Management System Translating and Proofing for tracking translations in PDF format. Contractor shall also utilize the TRANS file software produced by Hart InterCivic for translations for the official ballot.~~

~~The Registrar of Voters will determine final approval of each translated document.~~

~~After a translated document has been edited to be free of errors, County will have a second bilingual staff member proofread it again before it is finalized for County approval. Once the translation has been approved by two bilingual staff, a County review committee composed of four managerial and supervisory staff performs a final check on the document. Much of what they look for is format related; however, they also check to ensure special characters, words and dollar figures are accurate. The Registrar of Voters will determine final approval of each translated document.~~

~~Contractor shall provide County with reports which include word counts of each Candidate Statement and Proposition by jurisdiction so County can bill accordingly. Contractor shall keep a running budget total and report to County on an as needed basis. Contractor shall develop any additional reports as County may require.~~

ATTACHMENT B**Compensation / Payment****1. COMPENSATION:**

This is a fixed fee price ~~This is a usage~~ Contract between the County and the Contractor for written translation of official ballots and other election materials as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with sections C and R of the County's General Terms and Conditions.

Mileage, parking, telephone/fax expenses, food, postage and incidental photocopies are not billable and will not be allowed.

a. TOTAL CONTRACT AMOUNT

This Contract has been awarded to three (3) vendors in a total aggregate amount not to exceed Three-Hundred Fifty Thousand (\$350,000) for the performance of work as set forth in Attachment A, Scope of Work. Contractor's compensation for services rendered shall be based on the following rates:

B. A. COST BY LANGUAGE

	LANGUAGE	RATE PER ENGLISH WORD
001	Chinese (Traditional)	\$ 0.195 23
002	Korean	\$ 0.195 23
003	Spanish	\$ 0.150 20
004	Vietnamese	\$ 0.195 23
005	Hindi	\$ 0.200
006	Khmer	\$ 0.200
007	Tagalog	\$ 0.230
008	Japanese	\$ 0.230

	DESCRIPTION	OTHER CHARGE - AMOUNT
**	Per Hour DTP	\$ 38.00
**	Per Hour Engineering	\$ 49.00
**	Typesetting – Unique Page	\$ 40.00/unique page
	English to English Proofing	\$ 65.00/hour

i. Volume discount for documents over 200,000 words is 4%.

ii. To proof an existing document (previously translated) – charge of: \$ 22.50 per page.

i. Volume discount for total words translated over 100,000 source words per election is 2% of the entire project cost.

~~The word rates specified above include all costs for translation, editing, project management and quality assurance services. The formatting cost element covers the cost to format each Candidate Statement, Measure page or Filler page. If Candidate Statements, Measures or Filler pages are ultimately combined to produce more than one Candidate Statement, Measure or Filler page per page, the typesetting cost applies to each Candidate Statement, Measure or Filler page. There are no additional fees to combine the Candidate Statements, Measures or Filler pages as described above.~~

Pricing shall remain firm for the original and any renewal term of this Agreement.

~~Contractor will not bill the County for fees or costs other than that described above.~~

B. ADDITIONAL/OPTIONAL SERVICES:

~~Contractor can provide foreign language audio recording for use with electronic voting systems. The pricing for this service is as outlined below:~~

Audio Component	Hourly Rate
Voice Talent (all languages)	\$ 125.00 / 2 hour minimum
Linguistic Director (all languages)	\$ 75.00 / 2 hour minimum
Studio Recording	\$ 125.00
Studio Editing	\$ 125.00
File Management	\$ 1.75 per file

2. FIRM DISCOUNT AND PRICING STRUCTURE:

~~Contractor guarantees that the Contract prices are equal to or less than prices given to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.~~

3. PAYMENT TERMS:

~~Payment shall be made after each election upon acceptance of the written translations as required in the Contract, as determined by the County's Project Manager in accordance with the terms and conditions herein. An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager. Contractor will submit an invoice for the services at the fixed rate upon the completion of the engagement and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Registrar of Voters and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.~~

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

4. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Department (Registrar of Voters)
4. Delivery/service address
5. County Contract number
6. Delivery Order (DO) / Subordinate Agreement Number
7. Date of Order
8. Date of Invoice
9. ~~Rate~~
10. Deliverables / Service description (in accordance with Attachment C)
11. Price / Cost / Rate
12. Sales tax, if applicable
13. Contractor's Federal I. D. number
14. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoice(s) are to be sent to:

County of Orange
Registrar of Voters
P.O. Box 11298
Santa Ana, CA 92711

Contract shall not exceed: \$350,000.00

ATTACHMENT C**STAFFING PLAN****1. Primary Staff /Key Personnel to perform Contract duties.**

Name	Classification/Designation
Jini Cho – Korean Linguist Hana Lorelli Lee	WASC Translation Division Manager
Gabriela Hebin – Spanish Linguist Sandy Laffoon	WASC Project Manager
Yang Shao – Chinese Linguist George McCargar	California CCI Production Team Lead
Hugh Nguyen – Vietnamese Linguist Lynn Allen	DSHS Certified Translator - WASC QA Team Lead
Catherine Kim – Korean Linguist Conehita Lozano	Medical CARTIFIED Interpreter #100909, Recent CA CCI, WASC Spanish Translator
Dharm Jain – Hindi Linguist Mindy Emmons	Qualified Spanish Translator
Hioko Bunderson – Japanese Linguist Jini Cho	WASC Korean Translator
Virak Ung – Khmer Linguist Myungji Kim	Qualified Korean Translator
Manuel Olimpo – Tagalog Linguist Hugh Nguyen	Qualified Vietnamese Translator
Phung Truong	Vietnamese Translator
Yang Shao	Chinese Translator
Zoe Pu	Chinese Translator

2. ~~Alternate staff/ Key Personnel (for use only if primary staff is not available).~~

Name	Classification
Katy Vogt	Project Manager
Kara Tsuruta Alvarez	Project Manager
Judy Crittenden	Production Team Lead

~~Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.~~

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in Model Agreement, Additional Terms and Conditions, ~~Section 15~~ Paragraph 16 regarding Contractor's Project Manager Removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 3 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

~~Contractor knows of no additional staffing requirements that might be needed.~~

~~Contractor's project organization chart delineates reporting relationships among assigned staff.~~

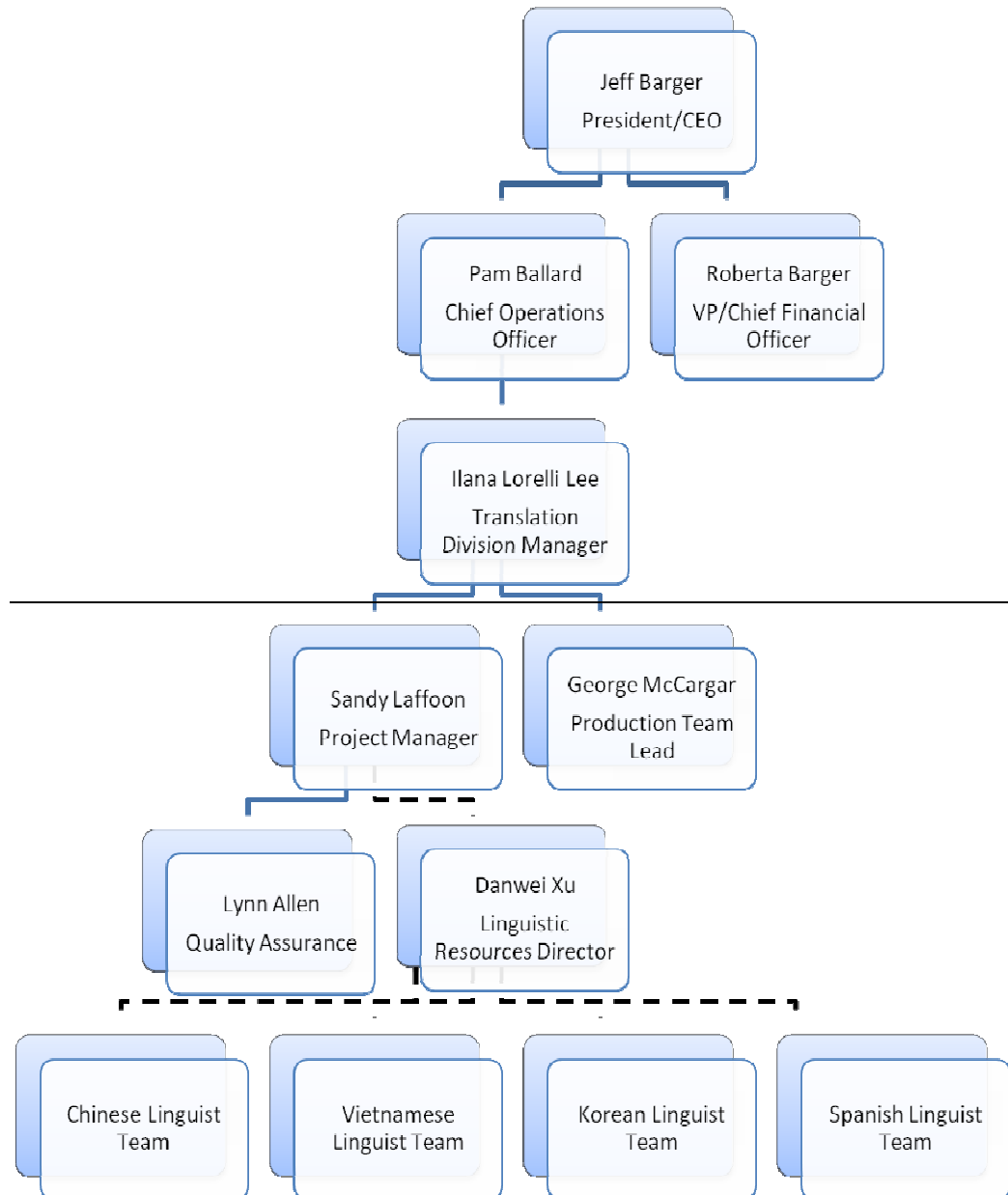


EXHIBIT A**County of Orange Child Support Enforcement Certification Requirements**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-031-15011672 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**

RETURN COMPLETED FORM TO: REGISTRAR OF VOTERS/ADMINISTRATION, P.O. BOX 11298 SANTA ANA, CA 92711.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;

(Please note: Part II "Certification" must also be signed and returned)

1. Name: _____
D.O.B. _____
SSN No: _____
Residence Address: _____

2. Name: _____
D.O.B. _____
SSN No: _____
Residence Address: _____

3. Name: _____
D.O.B. _____
SSN No: _____
Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of MA-031-15011672 with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

County of Orange Child Support Enforcement
Certification Requirements
(blank form)

In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Print Name

Title