**PRISMA INTERNATIONAL, INC. MASTER AGREEMENT MA-2019-02**

**FOR STATEWIDE TRANSLATION SERVICES**

**MASTER AGREEMENT USER INSTRUCTIONS**

These User Instructions are provided for the Statewide Translation Services with Prisma International, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Translation Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter a Participating Addendum with the vendor. Please carefully review these User Instructions.

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| Judicial Council Staff Contact Information:  **Project Manager**  Douglas Denton  JCC Project Manager  [Douglas.Denton@jud.ca.gov](mailto:Douglas.Denton@jud.ca.gov)  (415) 865 7870    **Trial Courts**  Marissa Smith  [Marissa.Smith @jud.ca.gov](mailto:Paula.coombs@jud.ca.gov)  (916) 263-7949 |
| Contractor’s Key Personnel are listed below:  **Project Manager:**  Dennis Hood  [dhood@prisma.com](mailto:dhood@prisma.com)  Director of Operations:  Amanda Burton  [aburton@prisma.com](mailto:aburton@prisma.com)  **Group email for JBE project requests:** [jud.translations@prisma.com](mailto:jud.translations@prisma.com)  **Account Management Team**  Program Lead: James V. Romano  Contract Compliance Officer: A.J. Frenzel  ISO Quality Manager: Richard Larioza Farrell  Project Management Team  Senior Project Manager: Kristine Mitchell  Project Manager: Courtney Vasile  Project Coordinators: Maren Schieffer, Taylor Weeden  **Plain Language Editorial Team**  Plain Language Editor: Rebecca Schwartz (contractor) |
| Services:  Translation Services |
| Entities eligible to procure under the Master Agreement:  “Establishing JBE” refers to the **Judicial Council of California,** the superior courts, Supreme Court, the Courts of Appeal, the 58 Counties of the State of California; and other governmental or regulatory entities identified for inclusion by the Judicial Council that enters into a Participating Addendum with Contractor(s). |
| Contract Number:  *MA-2019-02* |

1. **Process**

Any court that orders services under this Master Agreement must enter into a Participating Addendum and issue work orders or a purchase order to schedule the translation services. Appendix A, Section 3 discusses the ordering process.

1. **Participating Addendum**

Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:

1. Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;
2. a Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement;
3. the term of a Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.

The Contractor shall promptly provide the Judicial Council with a fully-signed copy of each Participating Addendum between the Contractor and a Participating Entity.

1. **Create Purchase Order**

After the Participating Addendum has been signed by the court and the vendor, the court should create a purchase order in the Phoenix system to place an actual order for the translation services and to encumber the funds. The Header Text of the purchase order should include language such as “This purchase order is for the purpose of ordering translation services against the Judicial Council Master Agreement No. MA-2019- 01 and the Participating Addendum signed by the court on \_\_\_\_\_\_\_\_\_\_\_\_.” The purchase order must indicate the dates and times that the translation services are required and any other pertinent details.

1. **Miscellaneous Information**
2. A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
3. Please contact Douglas Denton if your court has issues or concerns that cannot be immediately or easily resolved.
4. Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.
5. **Contract Terms and Conditions**

This Agreement is effective as of October 23, 2019 (“Effective Date”) and expires on October 22, 2021 (“Expiration Date”), unless extended. This Agreement includes three (3) consecutive one-year option terms to extend through October 23, 2024.

The court should review the entire contract and contact the Marissa Smith if there are any questions. Marissa can be reached at (916) 263-7949 or [Marissa.Smith@jud.ca.gov](mailto:Marissa.Smith@jud.ca.gov).

1. **Payment Provisions**
2. **General**
3. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in Appendix B of Master Agreement.
4. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
5. Translations shall be billed according to the number of English words in the source document. English word counts will be determined by using Microsoft Word’s word count feature.
6. Formatting, modifications, and field-testing work shall be billed by the hour.
7. All prices will remain fixed during the Initial Term. The Establishing JBE may negotiate price adjustments during the Option Term(s) and any agreed upon price adjustments will be set forth in a written Amendment to this Agreement. Notwithstanding the foregoing, any increase in prices for the Option Terms shall not exceed the price increase limits set forth in Appendix B, section 5.
8. Contractor shall not request nor shall the JBEs 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.
9. No expenses relating to the Services and Deliverables shall be reimbursed by the JBEs. 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 Work provided under this Agreement.
10. The JBEs will not make any advance payments for Work to be performed under this Agreement. When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold up to fifteen percent (15%) for each such payment until the JBE accepts the final Deliverable.
11. **Definitions and Pricing Structure of Services**
12. **Translation.** For purposes of this Agreement, translation is defined as the rendering of a written English source document into another written language. Translations shall be billed at a per-word rate, according to the number of English words in the source document and in accordance with the agreed upon turnaround time. English word counts will be determined by using Microsoft Word’s word count feature. The turnaround times are set forth below.
13. **Modifications.** For purposes of this Agreement, modification of a translation refers to in-language revisions and updating of a previously translated text. Modifications shall be billed by the hour, in accordance with the agreed upon turnaround time.
14. **Formatting.** For purposes of this Agreement, formatting is defined as the production of a foreign language translation so that the finished product resembles the English version. Formatting shall be billed by the hour, in accordance with the agreed upon turnaround time.
15. **Field Testing**. For purposes of this Agreement, field testing is defined as a structured process of sharing documents with potential end users and getting feedback on language, usability and user experience. This feedback is used to improve the documents.
16. **Optional Services**. Proposer may but is not required to include hourly fees for additional services they may offer. Information in this optional section will not impact the evaluation of proposals. The additional services are defined as follows:
    1. Consultation - Providing review and consultation for outside translation performed by the JBE to ensure that the translation is competent. Consultation may be of the full document or to provide guidance to any in-house translator at the JBE regarding an approach to the translation or assistance with complicated language.
    2. Voice Talent - People who speak the target language clearly and fluently. They may be used for audio recording of documents such as instruction sheets or website content.
    3. Language Director - Person who directs the recording of an audio document into another language. They must understand the target language fluently and be able to identify any errors or points where the content should be rerecorded.
    4. Recording Studio Fees -These fees are for recordings of any audio translations such as instructional materials or website in order to deliver a professional level of recording.
    5. Community Review -This involves getting feedback from certified translators and others within a target language community about the most appropriate words to use or tone to take in a document or for web content directed to a specific community.
    6. Plain Language Editing – This work involves reviewing an English source text and revising the text in accordance with principles of plain language or plain English.
    7. Readability and Usability Review – This type of review involves feedback and revisions to the design and visual elements of a document and may also include a functional review of fillable form features.
17. **Turnaround Times**

Prices are based on turnaround times as set forth below. Turnaround times for field testing and translation projects of more than 25,000 words to be negotiated. The agreed upon turnaround time shall be stated on the Participating Addendum.

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|  |  | **Maximum turnaround times in days for translation, formatting and modifications** | | |
| **Number of English Words** | **Target Language** | **Regular**  **(Non-Rush)** | **Rush** | **Urgent** |
| <5,000 | Spanish | 7 | 5 | 2 |
| All Other Languages | 12 | 10 | 7 |
| 5,001 - 10,000 | Spanish | 11 | 8 | 4 |
| All Other Languages | 15 | 12 | 9 |
| 10,001 - 25,000 | Spanish | 15 | 12 | 7 |
| All Other Languages | 20 | 15 | 12 |
| > 25,000 | Spanish | Negotiated | Negotiated | Negotiated |
| All Other Languages | Negotiated | Negotiated | Negotiated |
| Field testing and other hourly services | All Languages | Negotiated | Negotiated | Negotiated |

1. **Pricing.** For pricing please refer Master Agreement Appendix B, Section 4.
2. **Description of Services.**

As ordered by each JBE under a Purchase Order, Contractor shall perform the following services (“Services”) for the JBEs:

* + 1. Contractor will provide translation services described herein, including, but not limited to translation, formatting, and field testing of the translations of legal forms; translation and formatting foreign legal documents and contracts; translation and formatting of posters, brochures and other informative leaflets/notices; translation of web content; translation of the text interface of software applications; and translation and formatting of correspondence.
    2. Contractor will provide translation services between English and the following languages:
* Arabic
* Armenian (Eastern)
* Armenian (Western)
* Chinese Simplified
* Chinese Traditional
* Farsi
* Hmong
* Khmer
* Korean
* Punjabi
* Russian
* Spanish
* Tagalog
* Vietnamese
  + 1. For translations into Spanish, Contractor must use the glossary/style guide referenced at the following web site: <https://www.courts.ca.gov/selfhelp-glossary.htm?rdeLocaleAttr=es> unless otherwise agreed in writing by the JBE requesting the Work.
    2. For translations into languages other than Spanish, Contractor must follow the terminology, register and dialect style of existing translations of Judicial Council forms in those languages, referenced at <http://www.courts.ca.gov/forms.htm> unless otherwise agreed in writing by the JBE requesting the Work.
    3. For translations into any language, Contractor must also follow any subject matter specific glossaries and employ any standardized terminology provided by the JBE.
    4. No machine generated translations are allowed.
    5. The format of all translated forms must exactly match the English version unless otherwise agreed in writing.
    6. Contractor will provide translated documents/forms in the same format as the source document unless specified otherwise by the JBE. Such formats include but are not limited to the following: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe PDF or their equivalents. Contractor must be able to convert Microsoft files into PDF format. The PDF format does not include documents that are fillable online.
    7. Contractor will receive and transmit drafts and final versions of forms from and to the JBE in writing, which includes secure e-mail, electronic file attachments to e-mail, web portal, or if requested by the JBE, by facsimile, USPS mail, or courier delivery service.

1. **Miscellaneous Information**
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