

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

REGARDING:

Cal/OSHA Janitorial, Mailroom, and Facilities Training
RFP 103026C

PROPOSALS DUE:

November 30, 2026 NO LATER THAN 1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Santa Clara (Court) seeks proposals from qualified Contractors to provide an online, on-demand safety training program designed to meet Occupational Safety and Health Administration (OSHA) and California Division of Occupational Safety and Health (Cal/OSHA) requirements for its Janitorial, Mailroom, and Facilities personnel. The Court is seeking a cost-effective, user-friendly training solution that offers a broad selection of workplace safety courses. Employees must be able to access and complete the training modules on demand during their scheduled work hours.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Contractor shall provide:

2.1 Online Training Platform

The Contractor shall:

2.1.1 Provide a web-based training platform with on-demand access to workplace safety courses throughout the contract term for up to 20 staff members.

2.1.2 Allow employees to complete training modules independently, at their own pace, during scheduled work hours.

2.1.3 Provide a user-friendly interface that allows employees to navigate available courses and track their training progress.

2.1.4 Ensure the platform is fully compatible with the Court's standard web browsers and does not require the installation of specialized software or hardware.

2.2 Training Content and Course Catalog

The Contractor shall:

2.2.1 Provide access to workplace safety courses relevant to Janitorial, Mailroom, and Facilities personnel.

2.2.2 Provide a list of courses, including course descriptions and estimated completion times, that address applicable federal OSHA and Cal/OSHA training requirements.

2.2.3 Maintain and update training content as necessary to reflect changes in applicable safety regulations and industry practices.

2.3 Training Administration and Reporting

The Contractor shall:

2.3.1 Provide designated Court personnel with administrative access to monitor employee participation and training progress.

2.3.2 Enable the Court to generate or download reports showing course enrollment, completion status, and training history.

2.3.3 Maintain electronic records of completed training.

2.3.4 Provide basic technical support to address platform access issues and other training-related concerns.

3.0 TIMELINE FOR THIS RFP

Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of Court.

EVENT	DATE
RFP issued	10/30/2026
Deadline for questions	11/11/2026
Questions and answers posted	11/16/2026
Latest date and time proposal may be submitted	**11/30/2026 @ 1:00 pm**
Evaluation of proposals (*estimate only*)	12/4/2026
Notice of Intent to Award (*estimate only*)	12/7/2026
Negotiations and execution of contract (*estimate only*)	12/15/2026
Contract start date (*estimate only*)	1/1/2027
Contract end date (*estimate only*)	6/30/2031

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:	**DESCRIPTION**
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (hereinafter referred to as "Proposer") must sign this Court Standard Form agreement (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
Attachment 4: General Certifications Form	Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information Court requires in order to process payments and must be submitted with the proposal.

DVBE Incentive	For Proposers claiming the DVBE incentive, complete the DVBE Declaration and Bidder Declaration forms to receive the 3% incentive. See section 13.0.

5.0 PAYMENT INFORMATION

- Payment in full upon completion of training (30 days)

6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

6.2 Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. Proposer must submit **an electronic copy** of the technical proposal. The technical proposal must be signed by an authorized representative of Proposer. The technical proposal must be submitted to Court (via email to: solicitationsmailbox@scscourt.org). Proposer must write the RFP title and number in the subject line of the email.

b. Proposer must submit **an electronic copy** of the cost proposal. The cost proposal must be submitted in the same email as the technical proposal above, (via email to: solicitationsmailbox@scscourt.org) but should be a separate attachment from the technical proposal and marked "COST PROPOSAL." The proposal must be signed by an authorized representative of Proposer.

6.3 Late proposals will not be accepted.

7.0 PROPOSAL CONTENTS

7.1 **Technical Proposal:** The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

a. Proposer's name, address, telephone and fax numbers, and federal tax identification number. If Proposer is a sole proprietor using their social security number, the social security number does not need to be included but will be required before finalizing a contract.

b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.

c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom Proposer has conducted similar services. Court may check any and all references listed by Proposer.

e. Proposed method to complete the work.

- Provide a recommended curriculum of safety modules tailored specifically to the operational risks, regulatory requirements, and daily environments of the Janitorial staff, Mailroom staff, and Facilities staff.
- Do your trainers hold real-world field experience in the areas they are teaching?
- Are all your instructors and trainers OSHA compliant?
- How do you handle technical issues or questions from our staff regarding enrollment, course progression, login and password issues?
- How do you record student scores, completion or progress if they have to stop mid-course?
- Do you follow any compliance with privacy laws to protect employee records when submitting personal information?
- Do you offer an option to create custom training courses that are court specific?

f. Acceptance of the Terms and Conditions.

(1) On Attachment 3, Proposer must check the appropriate box and sign the form. If Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

(2) If exceptions are identified, Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

(3) **Note: A material exception to a Minimum Term will render a proposal non-responsive.**

g. Certifications, Attachments, and other requirements.

(1) Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

(2) Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

(3) If Proposer is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), Proposer must submit proof that it is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, Proposer must submit proof that it is qualified to do business and is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, Proposer must submit proof that it is in good standing in its home jurisdiction.

(4) Copies of Proposer's (and any subcontractors') current business licenses, professional certifications, or other credentials.

7.2 **Cost Proposal**. The following information must be included in the cost proposal.

a. A detailed line item budget showing total cost of the proposed services.

b. A full explanation of all budget line items in a narrative entitled "Budget Justification."

c. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Business and Professions Code Section 17030.

8.0 OFFER PERIOD

Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. The award, if made, will be to the highest-scored proposal.

If a contract will be awarded, Court will post an intent to award notice at www.scscourt.org.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	20
Experience on similar assignments	10
Cost	40
Credentials of staff to be assigned to the project	5
Acceptance of the Terms and Conditions	20
Ability to meet timing requirements to complete the project	5

10.0 INTERVIEWS

Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, by virtual meeting platform, or by phone. If conducted in person, interviews will likely be held at Court’s offices. Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. Court will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit Court’s right to disclose information in the proposal, or (b) requiring Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions

that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

A Disabled Veteran Business Enterprise (DVBE) incentive of three percent (3%) is offered to all DVBE Proposers participating in this solicitation. To apply for the DVBE incentive, Proposers must complete Attachment 10 (Bidder Declaration form) and Attachment 11 (DVBE Declaration form). Proposers must submit these forms along with their RFP for review. Proposers can click on the links above for access to fillable forms, or go to Court's website at http://www.scscourt.org/general_info/vendors/dvbe.shtml

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to: ***solicitationsmailbox@scscourt.org***

14.0 GENERATIVE ARTIFICIAL INTELLIGENCE

Definitions:

"Artificial intelligence" or "AI" means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

"Generative Artificial Intelligence" or "GenAI" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system's training data.

14.1 In its proposal, Proposer must notify the Court if Proposer's goods or services contain or utilize GenAI (or will contain or utilize GenAI), or if GenAI is or will be included in any services, goods, or deliverables that materially impact:

a. functionality of a Court system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with a contract could cause major disruptions to Court operations);

b. risks to Court (i.e., the work using GenAI could have a significant, substantial effect on Court's operations, finances, security, or reputation, and failure to perform such work in accordance with a contract would constitute a high likelihood of damage to Court); or

c. contract performance (i.e., when failure to conduct work which uses GenAI in accordance with a contract would constitute a material breach of contract).

14.2 Proposer's failure to disclose GenAI to Court may result in disqualification (at the Court's sole discretion), and Court reserves the right to seek any and all relief it may be entitled to as a result of such non-disclosure.

14.3 Court reserves the right to incorporate GenAI-related provisions into the final contract and to reject bids/offers that present an unacceptable level of risk to Court, as determined by Court in its sole discretion.

ATTACHMENT 1

ADMINISTRATIVE RULES GOVERNING RFPS (NON-IT SERVICES)

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to solicitationsmailbox@scscourt.org (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If Proposer is requesting a change, the request must set forth the recommended change and Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and Court's responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFP

3.1 If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, Proposer must immediately notify Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

3.2 If a Proposer fails to notify Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer proposes at its own risk. Furthermore, if the Proposer is awarded the agreement, Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

4.1 Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.

4.2 If any Proposer determines that an addendum unnecessarily restricts its ability to propose, Proposer must immediately notify Court via email to the Solicitations Mailbox no later than one (1) day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying Court in writing via email at solicitationsmailbox@scscourt.org of its withdrawal. The notice must be signed by Proposer. Proposer may thereafter submit a new or modified proposal, provided that it is received at Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, Court may reject the proposal; however, Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail

will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to Proposer (if selected for the award of the agreement), Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

7.1 Before the proposal due date and time listed in the timeline of the RFP, Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, Court may reject all proposals and cancel the RFP if Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of Court.

7.2 Court may or may not waive an immaterial deviation or defect in a proposal. Court's waiver of an immaterial deviation or defect in no way modifies the RFP or excuses a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if deemed in Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

7.3 Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is Court or the State of California responsible for the cost of preparing the proposal.

7.4 Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of Proposer's proposal.

8. EVALUATION PROCESS

8.1 An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

8.2 Proposals that contain false or misleading statements may be rejected if in Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

8.3 During the evaluation process, Court may require a Proposer's representative to answer questions with regard to their proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

8.4 In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two (2) Court employees. Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of Court and will be returned only at Court's option and at the expense of Proposer submitting the proposal.

10. PAYMENT

10.1 Payment terms will be specified in any agreement that may ensue as a result of the RFP.

10.2 COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES. Payment is normally made based upon completion of tasks as provided in the agreement between Court and the selected Proposer. Court may withhold ten percent (10%) of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the

length of the project and the payment schedule provided in the agreement between Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

11.1 Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by Court.

11.2 A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

11.3 Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.

11.4 Upon award of the agreement, an agreement will be signed by Proposer and returned, along with the required attachments, to Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement is at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the Parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Court.

14. ANTI-TRUST CLAIMS

14.1 In submitting a proposal to Court, Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.), arising from purchases of goods, materials, or services by Proposer for sale to Court pursuant to the proposal. Such assignment will be made and become effective at the time Court tenders final payment to the Proposer. (See Government Code Section 4552.)

14.2 If Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Proposer will be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

14.3 Upon demand in writing by Proposer, Court will, within one (1) year from such demand, reassign the cause of action assigned under this Section if Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) Court has not been injured thereby, or (b) Court declines to file a court action for the cause of action. (See Government Code Section 4554.)

15. AMERICANS WITH DISABILITIES ACT

Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the ADA Coordinator by calling 408-792-4203 or by email at ADACoordinator@scscourt.org.

ATTACHMENT 2
General Provisions

1. Provisions Applicable to Services

1.1. Qualifications. Contractor must only assign to this project persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor must replace them with qualified personnel.

1.2. Turnover. Contractor must endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

1.3. Background Checks. Contractor must cooperate with Court if Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions Court may require. Contractor must not assign personnel who refuse to undergo a background check. Contractor must provide prompt notice to Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by Court and performed by Contractor. Contractor must ensure that the following persons are not assigned to perform services for Court; (a) any person refusing to undergo such background checks; and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to Court, Court advises are unacceptable to Court.

2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor must cause its representations and warranties to remain true during the Term. Contractor must promptly notify Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

2.1. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

2.2. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with Court.

2.3. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court or Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

2.4. No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code Sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

2.5. No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

2.7. Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

2.8. Drug Free Workplace. Contractor provides a drug free workplace as required by Government Code Sections 8355 through 8357.

2.9. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

2.10. Non-infringement. The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

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

2.12. National Labor Relations Board Orders. No more than one, final un-appealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

3.1. Basic Coverage. Contractor must provide and maintain at Court's discretion and Contractor's expense the following insurance during the Term:

3.1.1. Commercial General Liability. The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.

3.1.2. Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of $1,000,000 per accident or disease.

3.1.3. Automobile Liability. This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.

3.1.4. Professional Liability. This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or

omission committed in Contractor's performance of Services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor must maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

3.1.5. Commercial Crime Insurance. This policy is required only if Contractor handles or has regular access to Court's funds or property of significant value to Court. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be $**1,000,000**.

3.2. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

3.3. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case, the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

3.4. Deductibles and Self-Insured Retentions. Contractor must declare to Court all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

3.5. Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Superior Court of California, County of Santa Clara, the State of California, the Judicial Council of California, the Administrative Office of the Courts, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

3.6. Certificates of Insurance. Before Contractor begins performing Services, Contractor must give Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to Court.

3.7. Qualifying Insurers. For insurance to satisfy the requirements of this Section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in California.

3.8. Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against Court, and their respective judges, subordinate judicial officers, executive

officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

3.9. Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.10. Consequence of Lapse. If required insurance lapses during the Term, Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

4. Indemnity. Contractor will defend (with counsel satisfactory to Court or its designee), indemnify and hold harmless Court, the Judicial Branch Entities and Court and Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor must not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without Court's prior written consent, which consent will not be unreasonably withheld; and Court has the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5. Option Term. Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, Court may, at its sole option, extend this Agreement for a single one (1) year term, at the end of which Option Term this Agreement will expire. In order to exercise this Option Term, Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

6. Tax Delinquency. Contractor must provide notice to Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies; or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. Court may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7. Termination

7.1. Termination for Convenience. Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by Court, Contractor must immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.

7.2. Termination for Cause. Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

7.3. Termination upon Death. This entire Agreement will terminate immediately without further action of the Parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4. Termination for Changes in Budget or Law. Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5. Rights and Remedies of Court.

7.5.1. Nonexclusive Remedies. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor must notify Court immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

7.5.2. Replacement. If Court terminates this Agreement in whole or in part for cause, Court may acquire from third parties, under the terms and in the manner Court considers appropriate, goods or services equivalent to those terminated, and Contractor will be liable to Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event will the excess cost to Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of Court. Contractor must continue any Services not terminated hereunder.

7.5.3. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor must promptly provide Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court -provided materials in its possession, custody, or control. In the event of any termination of this

Agreement, Court is not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if Court's termination is not for cause, Court will pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of Court's termination Notice.

7.6. Survival. Termination or expiration of this Agreement will not affect the rights and obligations of the Parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it will survive such termination or expiration.

8. Assignment and Subcontracting. Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing will be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9. Notices. Notices must be sent to the following address and recipient:

If to Court:	**If to Contractor:**
[name, title, address] With a copy to:	[name, title, address] With a copy to:

Either Party may change its address for Notices by giving the other Party Notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. *The provisions in this Section are* ***applicable only to the types of orders specified in the first sentence of each subsection****. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement.*

10.1. ***Union Activities Restrictions.*** *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. If the Contract Amount is $100,000 or more, this section is applicable. Contractor is in compliance with, and throughout the Term will remain in compliance with,: (i) Public Contract Code Section 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status.; and (ii) Public Contract Code Section 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

10.3. Child Support Compliance Act. If the Contract Amount is $100,000 or more, this section is applicable. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.4. Priority Hiring. If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable. Contractor must give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code Section 10353.

10.5. Iran Contracting Act. If the Contract Amount is $1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to Public Contract Code Section 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from Court to enter into this Agreement pursuant to Public Contract Code Section 2203(c).

10.6. Loss Leader Prohibition. *If this Agreement involves the purchase of goods, this section is applicable.* Contractor must not sell or use any article or product as a "loss leader" as defined in Business and Professions Code Section 17030.

10.7. Recycling. If this Agreement provides for the purchase or use of goods specified in Public Contract Code Section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor must use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor must certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in such goods regardless of whether the goods meet the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code Section 12156(e), the certification required by this subdivision will specify that the cartridges so comply.

10.8. Sweatshop Labor. If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop

labor. Contractor adheres to the Sweat-Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and must provide the same rights of access to Court.

10.9. Federal Funding Requirements. If this Agreement is funded in whole or in part by the federal government, this section is applicable. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement will be deemed amended without any further action of the parties to reflect any reduction in funds. Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

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

10.11. Antitrust Claims. If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor assigns to Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Business and Professions Code Section 16700 et seq.),), arising from purchases of goods, materials, or services by Contractor for sale to Court. Such assignment will be made and become effective at the time Court tenders final payment to Contractor. If Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this Section, Contractor is entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in

writing by Contractor, Court will, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) Court has not been injured thereby, or (b) Court declines to file a court action for the cause of action.

10.12. Legal Services. If this Agreement is for legal services, this section is applicable. Contractor must: (i) adhere to legal cost and billing guidelines designated by Court; (ii) adhere to litigation plans designated by Court, if applicable; (iii) adhere to case phasing of activities designated by Court, if applicable; (iv) submit and adhere to legal budgets as designated by Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by Court; and (vi) submit to legal bill audits and law firm audits if so requested by Court, whether conducted by employees or designees of Court or by any legal cost-control provider retained by Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by Court. If (a) the Contract Amount is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers as defined in the Business and Professions Code Section 6213 during each year of this Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

10.13. Good Standing. If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable. Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

10.14. Equipment Purchases. If this Agreement includes the purchase of equipment, this section is applicable. Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of Court at no expense to Court. If a theft occurs, Contractor must file a police report immediately.

10.15. Four-Digit Date Compliance. If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable. Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

10.16. Janitorial Services or Building Maintenance Services. If this Agreement is for janitorial or building maintenance services, this section is applicable. If this Agreement requires Contractor to perform Services at a new site, Contractor must retain for sixty (60) days all employees currently

employed at that site by any previous contractor that performed the same services at the site. Upon request, Contractor must provide information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code Section 1060 et seq.

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

11. Generative Artificial Intelligence

11.1. Disclosure Obligations

11.1.1. Contractor must immediately notify Court in writing if Contractor intends to include or provide Generative Artificial Intelligence (GenAI) in Deliverables, Goods, or Services; or if Contractor intends to include GenAI in any Deliverable, Goods, or Services that Materially Impacts:

i. the functionality of a Court system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with this Agreement could cause major disruptions to Court operations);

ii. risks to Court (i.e., the work using GenAI could have a significant, substantial effect on Court's operations, finances, security, or reputation, and failure to perform such work in accordance with this Agreement would constitute a high likelihood of damage to Court); or

iii. contract performance (i.e., when failure to conduct work which uses GenAI in accordance with this Agreement would constitute a material breach of contract).

11.1.2. Such notification must be provided to Court designee identified in this Agreement.

11.1.3. At the direction of Court, Contractor must discontinue the provision to Court of any previously unreported GenAI, including GenAI that results in a Material Impact to the functionality of a Court system, risk to Court, or contract performance, as determined by Court.

11.1.4. If the use of previously undisclosed GenAI is approved by Court, Contractor must update the description of the Deliverables, Goods, and Services, and the parties will amend this Agreement accordingly.

11.2. Failure to Disclose or Discontinue GenAI Use. Court, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a Material Impact to functionality of a Court system, risk to Court, or Agreement performance. Court is entitled to seek

any and all remedies available to it under law as a result of such breach, including but not limited to termination of this Agreement for cause.

11.3. Contractor's Obligations for Responsible Use

11.3.1. Contractor must ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Agreement. Contractor represents and warrants that it has the appropriate intellectual property rights associated with any GenAI used in the Deliverables, Goods, or Services.

11.3.2. Contractor must ensure that the GenAI included, or made available as part of the Deliverables, Goods, or Services is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable, Goods, or Services

11.3.3. Contractor must comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Deliverables, Goods, or Services.

11.4. Rights to State Generated Data. Court and Contractor agree that Generated Data created from a Court-provided prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a Court-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor hereby grants Court an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data.

11.5. Contractor's Use of Court Data. Contractor must not incorporate any confidential or non-public Court data into GenAI Training Data and must not otherwise utilize confidential or non-public Court data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from Court specifying the confidential or non-public Court data that may be used along with the acceptable scope of such usage.

12. Generative AI Special Provisions

12.1. GenAI Additional Security Requirements. Contractor must allow Court reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Agreement and Court content, at no cost to Court.

12.2. Confidentiality of Data and Prompts. Contractor must protect from unauthorized use and disclosure any Prompts that Contractor provides to any GenAI in connection with this Agreement, as well as any Generated Data that is created based on Contractor provided Prompts.

12.3. Rights in Prompts and Generated Content

12.3.1. For the avoidance of doubt and for the purposes of this Agreement: (i) Court-provided Prompts and Generated Data created from a Court provided Prompt will constitute a subset of Court's data, and Court owns all rights, title, and interest to such Prompts and Generated Data; and (ii) Court shall own all rights, title, and interest to any Prompts or Generated Data developed or produced by Contractor as Deliverables or Services pursuant to this Agreement.

12.3.2. Unless otherwise specified in this Agreement:

i. Contractor must not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by Court in writing.

ii. For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants Court an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.

12.4. GenAI Training and Generated Data Review

12.4.1. GenAI Training Data Review: Contractor must track and disclose the quality of the GenAI Training Data used for any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time. Contractor must share such metrics and methods, as well as the underlying data, with Court upon request by Court or at periodic intervals as may be agreed by Court and Contractor. Court retains the right to audit, review, or investigate the quality of the GenAI Training Data at any time, upon reasonable advance notice from Court to Contractor.

12.4.2. Generated Data Review: Contractor must track and disclose the quality of the Generated Data of any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the output over time. Contractor must share such metrics and methods, as well as the underlying output, with Court upon request by Court or at periodic intervals as agreed by the Parties. Court retains the right to audit, review, or investigate the quality of the Generated Data at any time, subject to reasonable advance notice from Court to Contractor.

12.4.3. Generated Data Identification: Contractor must ensure that all Generated Data that materially impacts Deliverables created pursuant to this Agreement contains a digital watermark or other digital identification that clearly identifies that the Generated Data was created by GenAI. Contractor must comply with all other applicable laws, regulations, and guidelines concerning the identification Generated Data.

13. Miscellaneous Provisions.

13.1. Independent Contractor. Contractor is an independent contractor to Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and Court. Contractor has no authority to bind or incur any obligation on behalf of Court. If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice.

13.2. GAAP Compliance. Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

13.3. Audit. Contractor must allow Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) must retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor must correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged Court five percent (5%) or more during the time period subject to audit,

Contractor must reimburse Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

13.4. Licenses and Permits. Contractor must obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

13.5. Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section. The provisions of this Section will survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Court owns all right, title and interest in the Confidential Information. Contractor will notify Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with Court to protect such Confidential Information. Upon Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to Court or, if so directed by Court, destroy all Confidential Information (in every form and medium), and (b) certify to Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this Section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, Court is entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

13.6. Ownership of Deliverables. Unless otherwise agreed in this Agreement, Contractor hereby assigns to Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor must not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of Court.

13.7. Publicity. Contractor must not make any public announcement or press release about this Agreement without the prior written approval of Court.

13.8. Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. The Parties will attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement exclusively resides in state or federal courts located in California, and the Parties hereby consent to the jurisdiction of such courts.

13.9. Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither Party is the Party that prepared this Agreement for purposes of construing this Agreement under California Civil Code Section 1654.

13.10. Amendment and Waiver. Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of Court. A waiver of enforcement of any of this Agreement's terms or conditions by Court is effective only if expressly agreed in writing by a duly authorized officer of Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11. Force Majeure. Neither Party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance, constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

13.12. Follow-On Contracting. No person, firm, or subsidiary who has been awarded a Consulting Services agreement, may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

13.13. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

13.14. Headings; Interpretation. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days.

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

13.16. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. ☐ Proposer accepts Attachment 2: Court Standard Terms and Conditions ("Attachment 2") without exception.

OR

2. ☐ Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY *(Authorized Signature)* ✍
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 4
GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

Conflict of Interest: Proposer has no interest that would constitute a conflict of interest under California Public Contract Code Sections 10365.5, 10410 or 10411; Government Code Sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment: Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of Public Contract Code Section 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency: Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals: Proposer certifies that either (i) it is not a scrutinized company as defined in Public Contract Code Section 10490(b), or (ii) the goods or services Proposer would provide to Court are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: Public Contract Code Section 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

☐ Check box to indicate acceptance of the clauses above.

BY *(Authorized Signature)* ✍
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 10478, if a Proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in Public Contract Code Section 10476, or (ii) receive written permission from Court to submit a bid or proposal.
To submit a bid or proposal to Court, Proposer must insert its company name and Federal ID Number and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **AND** complete the certification for paragraph 3.

Company Name (Printed)	*Federal ID Number*
Printed Name and Title of Person Initialing (for Paragraphs 1 or 2)	

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

OR

2. ☐ We are a "scrutinized company" as defined in Public Contract Code Section 10476, but we have received written permission from Court to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). *A copy of the written permission from Court is included with our bid or proposal.*

OR

3. ☐ We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we **certify below** that we are not a "scrutinized company" as defined in Public Contract Code Section 10476.

CERTIFICATION FOR PARAGRAPH 3:

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

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed:	*Executed in the County of* _____ *in the State of* _____

ATTACHMENT 6

PAYEE DATA RECORD (in lieu of IRS W-9)

Required in lieu of IRS W-9 form when receiving payments from
the Judicial Council of California (JCC) on behalf of the Superior Courts of California

1 Instructions

See page two for additional instructional information and Privacy Statement. Complete all information on this form, and sign, date. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). Return this form to your court representative who will forward it to the Judicial Council of California.

SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name

PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN	
BUSINESS NAME - IF DIFFERENT FROM ABOVE	**E-MAIL ADDRESS**
REMITTANCE MAILING ADDRESS	**BUSINESS ADDRESS (if different from remittance mailing address)**
CITY, STATE, ZIP CODE	**CITY, STATE, ZIP CODE**
PHONE NUMBER	**FACSIMILE NUMBER**

3 Payee Entity Type

Complete One Box Only

NOTE A taxpayer identification number is required

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _ _ _

☐ PARTNERSHIP ☐ CORPORATION ☐ EXEMPT (NON-PROFIT)

☐ LIMITED LIABILITY COMPANY ☐ CORPORATION – LEGAL ☐ GOVERNMENT

☐ CORPORATION – MEDICAL ☐ OTHER – ☐ ESTATE OR TRUST

☐ INDIVIDUAL/SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER (SSN) _ _ _ - _ _ - _ _ _ _

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.

4 Resident Status check the appropriate box

☐ California Resident - Qualified to do business in California or maintains place of business

☐ California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification

NOTE See instructions on page 2

Vendor Contact Information and signature

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, as defined by the IRS.

I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.

VENDOR REPRESENTATIVE'S NAME (Type or Print)	**TITLE**	**E-MAIL**
AUTHORIZED VENDOR SIGNATURE	**DATE**	**TELEPHONE**

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category

Please choose from the JCC Vendor category below to help us expedite payment

☐ ARBITRATOR ☐ DECEASED FINAL PAYMENT ☐ GRAND JURY ☐ VOLUNTEER

☐ CONTRACTOR ☐ EMPLOYEE ☐ MEDIATOR ☐ OTHER ***(description required)***

☐ COURT APPT. COUNSEL ☐ GARNISHMENT TRUSTEE ☐ RENT

☐ COURT INTERPRETER: (***indicate language***) ☐ RETIREE

☐ COURT REPORTER ☐ SETTLEMENTS/AWARDS

Court Contact

COURT CONTACT NAME	**PHONE NUMBER**	**EMAIL**

FOR JCC USE ONLY (Form updated 2/8/2018)

Assigned Vendor Number	**Assigned By:**

Requirement to Complete Payee Data Record	
A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.	
SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR	
2	Enter the payee's legal name. Sole proprietorships must also include the owner's full name. An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors user their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.
4	**Are you a California resident or non-resident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at the time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident. Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	This form must be signed. Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed. Certification Instructions: You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.
SECTION 6 TO BE FILLED OUT BY COURT	
6	Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. **Not including court contact information may delay processing the request.**

Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.
It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to $20,000.
You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.