



REQUEST FOR PROPOSALS

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

REGARDING:

Intranet Modernization Using M365 G5/
SharePoint Online
RFP 81326C

PROPOSALS DUE:

9/30/2026 NO LATER THAN 1:00 P.M. PACIFIC TIME

1. BACKGROUND INFORMATION

The Superior Court of California, County of Santa Clara is inviting qualified vendors to submit a bid proposal to modernize the Court's intranet leveraging the Court's M365 G5 Subscription and SharePoint Online.

The Court currently operates an intranet that is a self-hosted internal website, hosted on an IIS server. It is not a SharePoint-based system. The existing system contains operational and financial business process documents, HR-related documents, employee resources, Judicial Officer pages, and reports. There are no migration requirements or expectations — the Court does not intend to perform a lift-and-shift migration. Instead, identified and relevant files will be manually migrated by Court staff and the selected vendor collaboratively during the discovery phase.

The Court serves approximately 600 internal users with minimal anticipated growth over the life of the contract.

2. DESCRIPTION OF GOODS AND/OR SERVICES

The Court seeks the services of a person or entity with expertise in developing modern intranet solutions on the Microsoft 365 platform. The new intranet must be easy to navigate, offer modern features, and integrate well with existing systems. Scope of work includes but is not limited to the following:

2.1. System Design & Architecture

2.1.1. Conduct a discovery phase to assess current intranet usage and gather requirements from approximately 6 key stakeholder departments.

2.1.2. Recommend technical architecture for the new intranet system, including information architecture consistent with a hub site with associated divisional/department sites (estimated at a couple dozen).

2.1.3. Provide an intuitive, user-friendly interface design with an emphasis on full WCAG 2.1 accessibility compliance.

2.1.4. Develop detailed user stories and wireframes for Court approval. The more detail provided in the proposal regarding design concepts, the better the Court will be able to evaluate and award.

2.1.5. Define naming conventions, metadata standards, and content taxonomy in collaboration with IT and content owners.

2.2. Platform Development & Customization

2.2.1. Implement a custom intranet solution leveraging SharePoint Online within the Court's existing M365 G5 tenant. The Court is not looking for a basic out-of-the-box SharePoint site; custom SPFx web parts are expected where justified.

2.2.2. Develop necessary templates, modules, and features, including, but not limited to:

- i. News and announcements (with optional approval workflow).
- ii. Document management and collaboration tools (metadata and folder-based structure; naming conventions required).
- iii. Employee directory and organizational chart (system of record: Active Directory / Microsoft Entra ID).

- iv. Calendar and event management (optional).
- v. Search functionality with advanced filters, custom refiners, managed properties, and promoted content.
- vi. Permission management and role-based access control (RBAC).
- vii. Configurable email notifications and alerts.

2.2.3. Develop a reusable department site template so future sites can be provisioned consistently.

2.2.4. Implement automated site provisioning for new departments where feasible.

2.3. **Security, Compliance & Governance**

2.3.1. Implement appropriate security measures including authentication, encryption, and data protection.

2.3.2. Ensure compliance with relevant government standards, privacy policies, and cybersecurity protocols, with a baseline of RBAC and security best practices.

2.3.3. Implement conditional access policies, sensitivity labels, and audit logging/reporting as part of the base scope.

2.3.4. Evaluate the Court's existing tenant configuration and recommend governance and access-control frameworks, including site provisioning processes, naming conventions, and lifecycle management (archive/delete). Vendor is expected to implement approved governance controls within the scope of the project.

2.3.5. Limit Teams/SharePoint site creation to specific roles within IT.

2.3.6. Implement Microsoft Purview for data classification and retention, ideally in Phase 1 or as a near-term roadmap item.

2.3.7. Implement SLAs for issue resolution and enhancements (vendor to recommend tiers).

2.4. **AI Readiness (Optional — Separate Line Item Required)**

AI readiness features are not required as part of the base scope. However, the Court is interested in positioning the new intranet to leverage current and emerging Microsoft AI capabilities. Vendors who offer AI readiness capabilities must price them as separate, optional line items in their cost proposals so the Court can evaluate them independently from the core implementation. Vendors should address the following in their proposals where applicable:

2.4.1. **Microsoft Copilot Integration** — Describe how the intranet architecture will support Microsoft 365 Copilot, including content discoverability, permissions hygiene, and Copilot-ready metadata structures. Copilot integration is optional in Phase 1 but should be designed for in the base architecture.

2.4.2. **Copilot Search & Content Summarization** — Propose how Copilot can be used within the intranet to help users find, summarize, and act on content (e.g., policies, announcements, documents).

2.4.3. **SharePoint Agents / Embedded Chatbot** — Describe options for an intranet-specific chatbot or SharePoint agent scoped to intranet content (not general Court topics). This is optional but of interest.

2.4.4. **Power Platform AI Features** — Identify opportunities to leverage AI Builder, Copilot Studio, or other Power Platform AI features within the Court's M365 G5

licensing.

2.4.5. Governance for AI — Propose guardrails, permissions hygiene practices, and content governance standards that ensure AI features surface appropriate content to appropriate users.

2.4.6. Adoption Roadmap — Provide a phased AI adoption roadmap that distinguishes what is in scope for Phase 1 versus future enhancements as Microsoft's AI capabilities evolve.

2.5. Testing & Quality Assurance

2.5.1. Conduct thorough testing, including user acceptance testing (UAT) with a dedicated Court business stakeholder group, to ensure functionality, security, and performance.

2.5.2. Ensure cross-platform compatibility (PC, Mac, mobile) and across standard web browsers (Chrome, Firefox, Edge, Safari).

2.5.3. Conduct a pilot migration/launch before full enterprise-wide rollout.

2.5.4. Address any identified issues or bugs prior to deployment.

2.6. Deployment & Migration

2.6.1. Provide a detailed deployment plan. Since content is not being migrated from the legacy system, vendors should recommend a deployment approach (enterprise-wide launch is acceptable given the greenfield nature of the build).

2.6.2. Support Court IT and content owners in selectively migrating approved, active content during the discovery phase. Content validation and ownership assignment is a collaborative responsibility between the vendor and IT/content owners.

2.6.3. Provide a smooth transition to the new platform with minimal disruption to operations.

2.6.4. Deliver a knowledge transfer plan to internal IT staff prior to project close.

2.7. Training & Support

2.7.1. Provide remote, live, train-the-trainer training for approximately 12 administrators and site owners.

2.7.2. Develop user manuals and online resources (combination of live virtual, train-the-trainer, and recorded modules) for self-service support.

2.7.3. Post-go-live support is optional and not a requirement, but vendors must include tiered post-go-live support options as line items in their cost proposal, including:

- i. Hypercare support (30–60 days post-launch)
- ii. Ongoing managed services (optional)
- iii. SLA tiers for issue resolution and enhancement requests

3. Functional Requirements

3.1. User Experience

3.1.1. Easy-to-use and intuitive interface.

3.1.2. Customizable homepage with widgets (e.g., latest news, calendar, task reminders).

3.1.3. All content and interfaces must meet full WCAG 2.1 accessibility standards.

3.2. Document Management

- 3.2.1. Centralized document storage and versioning using a combination of metadata and folder-based structure.
- 3.2.2. Departments must adopt standardized naming conventions and metadata.
- 3.2.3. Easy document sharing and collaboration (comments, edits, approvals).
- 3.2.4. Searchable document repository with advanced filtering and categorization.

3.3. Communication Tools

- 3.3.1. Newsfeed or announcements board for internal communications, with configurable notifications and alerts that can be managed by content owners.
- 3.3.2. Email notifications and alerts.
- 3.3.3. Teams and Copilot integration (optional/nice-to-have).

3.4. Search

- 3.4.1. Enhanced search is a requirement. Out-of-the-box Microsoft Search is not sufficient.
- 3.4.2. Required capabilities include: custom managed properties, refiners/verticals, promoted results, people directory integration, and metadata-driven filtering.
- 3.4.3. Custom search experiences (e.g., PnP Search, custom verticals) are expected.
- 3.4.4. IT will be responsible for maintaining the search schema and refiners post-go-live.

3.5. Governance

- 3.5.1. Vendor must recommend and implement a governance framework covering:
 - i. Site provisioning process
 - ii. Naming conventions
 - iii. Lifecycle management (archive/delete)
 - iv. Role definitions (Site Owners, Content Authors, Governance Committee — to be defined with Court)
- 3.5.2. Change management post-kickoff will be handled on a case-by-case basis through a vendor-defined change control process.

4. Technical Requirements

- 4.1. Compatible with standard web browsers: Chrome, Firefox, Edge, Safari.
- 4.2. Secure authentication via Single Sign-On (SSO), integrated with Active Directory and Microsoft Entra ID (both currently in use).
- 4.3. Solution must leverage the Court's existing M365 G5 SharePoint Online tenant. Vendors must rely solely on Court-owned M365 G5 licensing; no additional licensing costs should be included.
- 4.4. High availability and reliability, with contingency plans for disaster recovery.
- 4.5. Dev, QA, and Production environments as separate site collections within the existing tenant.
- 4.6. No third-party integrations required beyond the Microsoft stack.

4.7. All work to be performed remotely. Offshore resources are acceptable; the awarded vendor is responsible for vetting resources and ensuring compliance with Court remote access policies.

4.8. User satisfaction will be measured via survey; vendor should propose an adoption metrics approach.

5. 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	8/13/2026
Pre-proposal Conference	8/26/2026 @ 11:00 am
Deadline for questions	9/7/2026
Questions and answers posted	9/17/2026
Latest date and time proposal may be submitted	9/30/2026 @ 1:00 pm
Anticipated interview dates (<i>estimate only</i>)	10/12/2026 - 10/16/2026
Evaluation of proposals (<i>estimate only</i>)	10/19/2026 - 10/23/2026
Public opening of cost portion of proposals	10/28/2026
Notice of Intent to Award (<i>estimate only</i>)	11/4/2026
Negotiations and execution of contract (<i>estimate only</i>)	11/12/2026
Contract start date (<i>estimate only</i>)	12/1/2026
Contract end date (<i>estimate only</i>)	11/30/2029

Court's preference is for a phased implementation delivered as soon as possible. The implementation timeline is flexible and should be refined based on scope discovery. A pilot launch is expected before enterprise-wide rollout.

6. RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (herein after 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: Any 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: Small Business Declaration	Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form	This form contains information Court requires in order to process payments and must be submitted with the proposal.
<i>[Only for solicitations of \$1,000,000 or more]</i> Attachment 7: Iran Contracting Act Certification	Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
<i>(Only for solicitations of \$100,000, or more)</i> Attachment 8: Unruh and FEHA Certification	Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification and submit the completed certification with its proposal.

7. PAYMENT INFORMATION

- 7.1. The vendor will be expected to invoice based on agreed upon project deliverables.
- 7.2. Any necessary travel expenses will be covered by the vendor. The majority of this work can be completed offsite / remotely.
- 7.3. Payment is net 30 days after acceptance of invoice.
- 7.4. All invoices must reference contract purchase order.

8. PRE-PROPOSAL CONFERENCE

Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held below:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/270151859545397?p=0vTG1Jf3UCcrJuOuK>

Meeting ID: 270 151 859 545 397

Passcode: tL2ao9sT

Attendance at the pre-proposal conference is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. Court will reject a proposal from any Proposer who did not attend the pre-proposal conference.

9. SUBMISSIONS OF PROPOSALS

9.1. 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.

9.2. Proposer must submit its proposal in two parts, the non-cost portion and the cost portion.

- a. Proposer must submit **an electronic copy** of the non-cost portion of the proposal. The proposal must be signed by an authorized representative of the Proposer. The non-cost portion of the 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 portion of the 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.

9.3. Late proposals will not be accepted.

10. PROPOSAL CONTENTS

10.1. **Non-Cost Portion:** The following information must be included in the non-cost portion of the 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. Proposed method to complete the work.
 - (1) **Technical Approach** — Describe your approach to SharePoint Online architecture, SPFx customization strategy, information architecture, and how you will handle the Court’s specific requirements (enhanced search, RBAC, AI readiness, governance).
 - (2) **Work Plan & Methodology** — Provide a detailed project plan with milestones, phasing, and timeline. Include your proposed change control process.
 - (3) **Experience** — Provide references from similar assignments, preferably government or court environments. Federal and commercial references are acceptable.
 - (4) **Staff Credentials** — Identify key personnel to be assigned to the project, including relevant Microsoft certifications.

- (5) **Design Concepts / Wireframes** — While not required, the more design detail provided, the better the Court will be able to evaluate proposals.
- (6) **AI Readiness Plan** — Address Section 2.4 in full, including a phased AI adoption roadmap.
- c. Acceptance of the Terms Conditions.
 - (1) On Attachment 3, the 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 (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
 - (3) **Note: Any exception to a Minimum Term will render a proposal non-responsive.**
- d. Certifications, Attachments, and Other Requirements.
 - (1) Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - (2) 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 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 it is in good standing in its home jurisdiction.
 - (3) Copies of Proposer’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
 - (4) *[for solicitations of \$1,000,000 or more]* Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
 - (5) *(for solicitations of \$100,000 or more)* Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.

10.2. **Cost Portion:** The following information must be included in the cost portion of the proposal.

Provide a fixed-price, turnkey "not-to-exceed" proposal with an itemized cost breakdown by phase/deliverable. Post-go-live support and any optional features (including AI readiness items per Section 2.4) must be priced as separate line items. Budget will be discussed during contract negotiation.

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.

11. 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.

12. EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/221259064413388?p=OgUakOwo2V1hIZUDwY>

Meeting ID: 221 259 064 413 388

Passcode: uw2md9DE

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 http://www.scsccourt.org/general_info/vendors/archive.shtml.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	25
Experience on similar assignments	15
Cost	35
Credentials of staff to be assigned to the project	5
Ability to meet timing requirements to complete the project	20

13. 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 interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person, via a virtual meeting platform, or by phone. If conducted in person, interviews will likely be held at Court 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.

14. 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 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.

15. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

A Disabled Veteran Business Enterprise (DVBE) incentive of the percent (3%) is offered to all DVBE contractors participating in this solicitation. To apply for the DVBE incentive, Proposers must complete [Attachment 9](#) (Bidder Declaration form) and [Attachment 10](#) (DVBE Declaration form) and submit these forms along with their proposal for review. Proposers can click on the links above for access to fillable forms, or go to the Court’s website at http://www.sccscourt.org/general_info/vendors/dvbe.shtml

16. SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by Court’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Proposers will receive a small business preference if, in Court’s sole determination, Proposer has met all applicable requirements. If Proposer receives the small business preference, the score assigned to its proposal will be increased by an amount equal to five percent (5%) of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, Proposers must be either be (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If a Proposer wishes to seek the small business preference, Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in Proposer not receiving the small business preference. In addition, Court may request additional written clarifying information. Failure to provide this information as requested will also result in Proposer not receiving the small business preference.

If Proposer receives the small business preference, Proposer will be required to complete a post-contract report. Failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

17. 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

18. 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.

18.1. In its proposal, Proposer must notify 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 the 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).

18.2. Proposer’s failure to disclose GenAI to Court may result in disqualification (at 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.

18.3. 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
(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 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 by 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 the 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 the 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's Chief Executive Officer.

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 Terms and Conditions

1. Work

1.1. Work. Contractor will provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials, and resources (including personnel, equipment, and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

1.2. Stop Work Orders.

1.2.1. Effect. Court may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor must promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. Court is not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, Court will either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

1.2.2. Expiration or Cancellation. If a stop work order is canceled by Court or the period of the stop work order or any extension thereof expires, Contractor must promptly resume the Work covered by such stop work order. Court will make an equitable adjustment in the delivery schedule, and the applicable Statement of Work will be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

1.3. Change Orders. From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Statement of Work and/or payments to Contractor. An authorized representative of each Party will promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

1.4. Third Party or Court Services. Notwithstanding anything in this Agreement to the contrary, Court has the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of Court or Court Contractors. In the event Court performs or contracts with a Third Party to perform any such service, Contractor must cooperate in good faith with Court and any such Third Party, to the extent reasonably required by Court. Such cooperation includes, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for Court or a Third Party to perform its services relating to the Work.

1.5. Data and Security.

1.5.1. Safety and Security Procedures. Contractor must maintain and enforce, at Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each Court Work Location, Contractor must comply with the safety and security policies and procedures in effect at such Court Work Location.

1.5.2. Data Security. Contractor must comply with the Data Safeguards. Contractor personnel and Subcontractors must not attempt to access, and must not allow access to the Court Data and other Confidential Information that is not required for providing the Work by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the Court Data or other Confidential Information, Contractor must promptly, at its own expense: (i) notify Court Project Manager of such breach or potential breach; and(ii) if the applicable Court Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor must (1) investigate and cure the breach or potential breach and (2) take measures satisfactory to Court to prevent such breach or potential breach from recurring

1.5.3. Security Assessments. At least once a year, or upon Court's request, Contractor must, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with the safety and security policies set forth in this Agreement or any Statement of Work. Contractor must provide to Court the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. Court and Court Contractors may, at Court's expense, perform the assessments described in this Section and "snap" assessments (e.g., safety and data/physical security assessments) of Court Work Locations.

1.6. Project Staff.

1.6.1. Contractor Project Manager. The Contractor Project Manager will serve, from the Effective Date as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager will (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager must respond promptly and fully to all inquiries from the Court Project Manager.

1.6.2. Contractor Key Personnel. Court reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to Court. Contractor must not replace or reassign any Contractor Key Personnel unless Court consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor must (1) notify Court promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying Court, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or

knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

1.6.3. Subcontractors. Contractor must not subcontract or delegate any of the obligations under this Agreement except as approved by Court in writing in advance. Court may withdraw its approval of a subcontractor if Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting will release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor remains fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor is the sole point of contact with Subcontractors under this Agreement, and Contractor is solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that Contractor and Subcontractor: (i) are jointly and severally liable to Court for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to Court; (iii) make the representations and warranties made by Contractor in this Agreement; (iv) appoint Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) must comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

1.6.4. Project Staff. Contractor must appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor must make commercially reasonable efforts consistent with sound business practices to honor the specific request of Court with regard to assignment of its employees. Court may require Contractor to remove any personnel from the Project Staff that interact with any personnel of Court or Court Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with Court's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of Court or Court Contractors. The Contractor Project Manager and the Court Project Manager will work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor is responsible for all costs and expenses associated with any Project Staff replacement. Contractor must assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then 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 Contracts Code Section 10353.

1.6.5. Conduct of Project Staff. While at Court Work Locations, Contractor must, and must cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of Court regarding safety and health, security, personal and professional conduct generally applicable to such Court Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

Contractor must enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's

right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

Contractor must cooperate with Court if Court wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions Court may require. Contractor shall 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 remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to Court, Court advises are unacceptable to Court.

1.7. Licenses and Approvals. Contractor must obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. 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.

1.8. Progress Reports. As directed by Court, Contractor must deliver progress reports or meet with Court personnel on a regular basis to allow: (i) Court to determine whether Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

2. Delivery, Acceptance, and Payment.

2.1. Delivery. Contractor will deliver to Court the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by Court, Contractor will deliver all equipment purchased by Court "Free on Board Destination Freight Prepaid" to Court at the address and location specified by Court. Title to all equipment purchased by Court vests in Court upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by Court at the proper location.

2.2. Acceptance. All Work is subject to written acceptance by Court. Court may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If Court provides Contractor a notice of rejection for any Work, Contractor must modify such rejected Work at no expense to Court to correct the relevant deficiencies and redeliver such Work to Court within ten (10) Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties will repeat the process set forth in this Section until Contractor's receipt of Court's written acceptance of such corrected Work (each such Court written acceptance, an "Acceptance"); provided, however, that if Court rejects any Work on at least two occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

2.3. Fees and Payment. Subject to the terms of this Agreement, Contractor will invoice Court, and Court will compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement will be equal to the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor will bear, and Court has no obligation to pay or reimburse Contractor for, any and all other fees, costs,

profits, taxes or expenses of any nature that Contractor incurs.

- 3. Representations and Warranties.** Contractor represents and warrants to Court as follows:
- 3.1. Authorization/Compliance with Laws.** (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor must not and must cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of Court under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.
- 3.2. No Gratuities or Conflict of Interest.** Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) 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.
- 3.3. No Litigation.** No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to preform this Agreement.
- 3.4. 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.
- 3.5. No Interference.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.
- 3.6. Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- 3.7. No Harassment / Nondiscrimination.** 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. 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

- 3.8. Domestic Partners, Spouses, and Gender Identity Discrimination.** If the Contract Amount is \$100,000 or more, Contractor is 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 contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- 3.9. National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- 3.10. Child Support Compliance Act.** If the Contract Amount is \$100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 3.11. Intellectual Property.** Contractor must perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and Court's benefit, all Contractor Materials, Third Party materials, and Licensed Software used and to be used in connection with the work.
- 3.12. Work.** Contractor agrees that (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will be free from all defects in materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) all equipment purchased by Court from Contractor will be new. The foregoing representation and warranties described below will commence upon Court's Acceptance of the applicable Work, and will continue for a period of one (1) year following such Acceptance. In the event any Work does not conform to the foregoing provisions of this Section, Contractor must promptly correct all nonconformities.
- 3.13. Malicious Code.** No Work will contain any Malicious Code. Contractor must immediately provide to Court written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor must use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in Court's IT Infrastructure or networks or in Contractor systems used to provide Work. In the event Contractor or Court discovers the existence of any Malicious Code, Contractor must use its best efforts, in cooperation with Court, to effect the prompt

removal of the Malicious Code from the Work and Court's IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data will be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

- 3.14. Four-Digit Date Compliance.** Contractor will provide only Four-Digit Date Compliant Work to Court. "Four-Digit Date Compliant" Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.
- 3.15. Conflict Minerals.** Contractor certifies either: (i) it is not a "scrutinized company" as defined in Public Contract Code Section 10490(b), or (ii) the goods or services Contractor will provide to Court are not related to products or services that are the reason Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934
- 3.16. Miscellaneous.** The rights and remedies of Court provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section are true and accurate as of the Effective Date, and remain true during the term of this Agreement and the Termination Assistance Period. Contractor must promptly notify Court if any representation or warranty becomes untrue.

4. Intellectual Property.

- 4.1. Contractor/Third Party Materials.** Contractor must set forth in an exhibit to each Statement of Work all Contractor Materials and Third Party Materials that Contractor intends to use in connection with that Statement of Work. Court has the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.
- 4.2. Rights in Developed Materials.** Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to Court without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect Court's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor must promptly notify Court upon the completion of the development, creation or reduction to practice of any and all Developed Materials.
- 4.3. Retention of Rights.** Court retains all rights, title and interest (including all Intellectual Property Rights) in and to Court Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.
- 4.4. Third -Party Rights.** Contractor hereby assigns to Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to

Contractor from third parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Court by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless Court, Court Personnel against all Claims arising from Contractor's failure to obtain such consent.

5. Confidentiality.

5.1. General Obligations. 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 Project Staff (including Subcontractors) with a need to know in order to provide the Work 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 beyond 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 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.

5.2. Removal; Return. Contractor will not remove any Confidential Information from Court's facilities or premises without Court's express prior written consent. 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.

5.3. Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, 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.

6. Indemnification.

6.1. General Indemnity. Contractor must indemnify, defend (with counsel satisfactory to Court), and hold harmless Court and Court Personnel against all Claims founded upon or that arise out of or in connection with: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to Court (collectively, the "Covered Items"). 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.

6.2. Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or Court's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense must take the following actions in the listed order of preference: (a) secure for Court the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement will not degrade the operation or performance of the Covered Item.

7. Insurance.

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

7.1.1. Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It 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 million per accident or disease;

7.1.2. Commercial General Liability. The policy must be written on an occurrence form with limits of not less than \$1 million per occurrence, and a \$1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract.; and

7.1.3. Professional Liability. The policy must cover Contractor's acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy must provide limits of not less than \$1 million per occurrence and annual aggregate.

7.1.4. Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

7.1.5. Commercial Crime Insurance. 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 \$_____.

7.2. "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor must maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and Court's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.

7.3. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

7.4. 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 times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

7.5. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from Court, including Court Personnel, any deductible or self-insured retention that is connected to the insurance required under this Section.

7.6. Additional Insured Status. With respect to commercial general liability, automobile liability insurance, and, if applicable, umbrella policy, the policies must be endorsed to name Court and Court Personnel as additional insureds with respect to liabilities arising out of the performance of this Agreement.

7.7. Certificates of Insurance. Before Contractor begins providing Work, Contractor must provide to 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) or more days' prior written notice to Court. Any replacement certificates of insurance are subject to the approval of Court, and, without prejudice to Court, Contractor must not provide Work before Court approves the certificates.

7.8. 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 the State of California.

7.9. Required Policy Provisions. Each policy must provide, as follows:

7.9.1. Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and noncontributory with any insurance or self-insurance programs maintained by Court and Court Personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against Court and Court Personnel for liability arising out of the Work; and

7.9.2. Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/ or a lawsuit is brought, to the limits of the insurer's liability.

7.10. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (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.

7.11. Consequences 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.

8. Term / Termination.

8.1. Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with the terms of this Agreement.

8.2. Termination for Convenience. Court may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. Court's notice obligations under the foregoing sentence will not apply to any stop work orders issued by Court under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by Court, Contractor must

immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.

8.3. Early Termination. Court may terminate, in whole or in part, this Agreement or any Statement of Work immediately “for cause” if Contractor is in Default. Court may also terminate this Agreement or limit Work (and proportionately, Contractor’s fees) upon written 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.

8.4. Rights and Remedies of Court.

8.4.1. All remedies provided for 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 Court and Contractor; (ii) require Contractor to enter into nonbinding 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.

8.4.2. If Court terminates this Agreement or any Statement of Work 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 the Work not terminated hereunder.

8.4.3. In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor must promptly provide Court with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, Court Data, Court Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if Court’s termination is not based on a Default, Court will pay any fees due under this Agreement for Deliverables completed and accepted as of the date of Court’s termination notice.

8.5. Termination Assistance. At Court’s request and option, during the Termination Assistance Period, Contractor must provide, at the same rates charged immediately before the start of the Termination Assistance Period, to Court or to its designee (collectively, “Successor”) services reasonably necessary to enable Court to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the “Termination Assistance Services”). Termination Assistance Services

will be provided to Court by Contractor regardless of the reason for termination or expiration. At Court's option and election, Court may extend the Termination Assistance Period for an additional six (6) months.

8.6. Survival. Termination of this Agreement will not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations will survive any such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement, including Sections 3 through 10 of these General Terms and Conditions, and **Appendix E**.

9. Special Provisions.

9.1. Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code Sections 16645-16649, if the Contract Amount is \$50,000 or more, Contractor agrees that no Court funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures and no reimbursement from Court was sought for these costs. Contractor will provide those records to the Attorney General upon request.

9.2. 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 E 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.

9.3. Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor must comply with the requirements of the Government Code sections set out below.

9.3.1. 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 (Business and Professions Code Section 16700 et seq.), arising from purchases of goods, materials, or services by Contractor for sale to Court pursuant to the bid. Such assignment will be made and become effective at the time Court tenders final payment to Contractor. (Government Code Section 4552)

9.3.2. If Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, Contractor 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 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. (Government

9.3.3. 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 (1) Court has not been injured thereby, or (2) Court declines to file a court action for the cause of action. (Government Code Section 4554)

9.4. Iran Contracting Act. If the Contract Amount is \$1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to 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).

9.5. 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.

9.6. 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 postconsumer 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.

9.7. 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 Sweatfree 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.

9.8. Federally funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

9.8.1. 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.

9.8.2. This Agreement is valid and enforceable only if sufficient funds are made available to Court by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, 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.

9.8.3. 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.

9.8.4. The Parties may amend this Agreement to reflect any reduction in funds.

9.9. 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.

9.10. Small Business Preference Contract Clause. 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.

10. Generative Artificial Intelligence

10.1. Disclosure Obligations

10.1.1. Disclosure Obligations. 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).

- 10.1.2. Such notification must be provided to Court designee identified in this Agreement.
- 10.1.3. 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.
- 10.1.4. 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.
- 10.2. 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.
- 10.3. Contractor's Obligations for Responsible Use**
- 10.3.1. 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.
- 10.3.2. 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
- 10.3.3. 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.
- 10.4. 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.
- 10.5. 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.

11. Generative AI Special Provision

- 11.1. 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.

11.2. 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.

11.3. Rights in Prompts and Generated Content

11.3.1. 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.

11.3.2. 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.

11.4. GenAI Training and Generated Data Review

11.4.1. 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.

11.4.2. 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.

11.4.3. 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.

12. General.

12.1. Audits. Contractor must allow Court and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor must retain such

documents and records for a period of four years following final payment under this Agreement. Contractor must correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor must provide to Court and Court Contractors, on Contractor's premises (or, if the audit is being performed of an Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as such Court and Court Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

12.2. References. In this Agreement and the Appendixes: (a) the Appendixes will be incorporated into and deemed part of this Agreement and all references to this Agreement will include the Appendixes; (b) the article and section headings are for reference and convenience only and will not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days.

12.3. Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of Court. Any assignment 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.

12.4. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

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

Either Party may change its address for notification purposes by giving the other Party written 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) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

12.5. Independent Contractors. Contractor and Subcontractors in the performance of this Agreement will act in an independent capacity and not as officers or employees or agents of Court or Court Contractors. Neither the making of this Agreement nor the performance of its provisions will be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party has any right, power or authority, express or implied, to bind the other.

12.6. Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor must execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

- 12.7. Publicity.** News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of Court.
- 12.8. Third Party Beneficiaries.** Except for the Judicial Branch Entities, each Party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.
- 12.9. Governing Law; Jurisdiction; and Venue.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The Parties will attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.
- 12.10. Follow-On Contracting.** Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.
- 12.11. Order of Precedence.** Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Statement of Work; (v) Appendix E – The Licensed Software; (vi) Appendix F – Maintenance and Support Services; and (vii) any exhibits to this Agreement.
- 12.12. Miscellaneous.** 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. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. 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. Time is of the essence regarding Contractor's performance of the Work. Unless otherwise approved by Court in writing in advance, Work may not be performed outside of the United States. Contractor must maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but taken together, all of which constitute one and the same Agreement.

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 (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING
PWCR # (PUBLIC WORKS CONTRACTOR REGISTRATION)

**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 are 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 (<i>Authorized Signature</i>) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 5
SMALL BUSINESS DECLARATION

Complete this form only if Proposer will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

(If the Proposer is not a Small Business, skip this section.)

1. DGS Supplier ID number: _____
2. Small Business Certification active from _____ to _____
3. Will Proposer subcontract any portion of the contract work to subcontractors? _____
If yes:
 - a. State the percentage of the contract work Proposer will subcontract:
 - b. Describe the goods and/or services to be provided by Proposer itself in connection with the contract:
 - c. Explain how Proposer is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")
4. Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF PROPOSER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

(If Proposer is not an NVSA, skip this section.)

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. Proposer must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind Proposer to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Tax ID Number</i>
<i>Address</i>		<i>Telephone Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

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	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) -----		
	NOTE A taxpayer identification number is required <i>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.</i>		
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 Court Contact	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 NAME		PHONE NUMBER
			EMAIL
FOR JCC USE ONLY (Form updated 2/8/2018)			
Assigned Vendor Number		Assigned By:	

Requirement to Complete Payee Data Record	
<i>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.</i>	
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	<u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed. <u>Certification Instructions:</u> 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.	

ATTACHMENT 7
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a proposal to Court, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **AND** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

1. ☐ We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 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 current list of persons engaged in investment activities in Iran created by DGS.

OR

2. ☐ We have received written permission from Court to submit a proposal pursuant to Public Contract Code Section 2203(c) or (d). *A copy of the written permission from Court is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, certify that I am duly authorized to legally bind the proposer to the clause in paragraph

1. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

ATTACHMENT 8
UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT
AND HOUSING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2010, the following certifications must be provided when (i) submitting a bid or proposal to Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with Court for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Civil Code Section 51);
2. We are in compliance with the California Fair Employment and Housing Act (Government Code Sections 12900-12996); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act or the California Fair Employment and Housing Act.

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>