Superior Court of California, County of San Francisco
Procurement Department
San Francisco, California

TO: Photographers, Videographers, and Audio-Only Producers
FROM: Superior Court of California, County of San Francisco
Procurement Department

RFP ISSUE DATE: October 5, 2026
SUBJECT: Request for Proposals RFP#38-26-001 REVISION NO. 1 Photographers / Videographers / Audio Only Producers

All changes in red font.

ACTION REQUESTED: You are invited to review and respond to the RFP and this is a fully electronic RFP process, including electronic submission of proposals.

The RFP includes:

- DESCRIPTION AND RFP TIMELINE *[REVISED]*
- INSTRUCTIONS FOR SUBMITTING PROPOSALS *[REVISED]*
- PROVISIONS
- EVALUATION AND CREATION OF LISTS
- ATTACHMENT A1—Statement of Work
- ATTACHMENT A2—Statement of Work Check List
- ATTACHMENT B1—Acceptance Form of Contract Appendix A
- ATTACHMENT B2—Appendix A: Standard Terms, & Conditions
- ATTACHMENT C—References Template
- ATTACHMENT D—DARFUR Contracting Act Form
- ATTACHMENT E—Payee Data Request Form

PROPOSALS DUE 3:00PM PT OCTOBER 26, 2026

DO NOT CONTACT COURT PERSONNEL ABOUT THIS RFP.
SUBMIT ALL QUESTIONS AND DOCUMENTS TO: solicitationsmailbox@sftc.org

DESCRIPTION AND RFP TIMELINE

A. DESCRIPTION:
   1. San Francisco Superior Court ("Court" or "the Court") is requesting proposals from experienced photographers, videographers, and audio-only producers.
   2. The Court may create a list from which to choose for potential jobs throughout the year.
   3. Selected Proposers must satisfy the Court's requirements for abilities and experience.
   4. Proposer and their team providing services to the Court may be asked to pass background and/or fingerprint clearance prior to providing any services. Court pays for background check and fingerprinting if Court requires it.

B. PERIOD OF PERFORMANCE (Estimated start date):
   1. The soonest photography need is anticipated to occur sometime in October 2026.

RFP TIMELINE -Revised

The following estimated timeline is provided for proposer's general information. None of the dates are binding upon the Court:

EVENT	DATE
RFP Issued	October 5, 2026
Deadline for Submission of Questions (FAQ deadline)	Ten (10) business days after RFP Issued.
Posting of FAQs ***[REVISED]***	October 21, 2026
Deadline for Submission of Proposal(s) ***[REVISED]*** *(Late submissions will not be accepted.)*	3:00 p.m. October 26, 2026
Posting of Notice of Inclusion on Vendor List	Approximately ten (10) business days after Proposal deadline.
Contract Execution, if any	When hired.

INSTRUCTIONS FOR SUBMITTING PROPOSALS-Revised

The following are the instructions for submitting Proposals in response to this RFP. Failure to follow instructions may result in disqualification. Proposals should provide straightforward, concise information that satisfies the requirements of this RFP. Any proposer who is disqualified will be notified via email.

This is an entirely electronic process.

1. Submit questions to solicitationsmailbox@sftc.org. Questions and Answers will be compiled in a FAQ document and posted on the Court's procurement webpage. The subject line when submitting questions must read: Questions RFP38-26-001 (company name).
2. Proposals must only be submitted by authorized personnel with the owner of the business copied and identified in the email.
3. Proposals must only be submitted via email to solicitationsmailbox@sftc.org by the submission deadline. The Court encourages submission early to avoid technical difficulties preventing on-time submission. The Court will not accept any excuse for tardy submissions. Proposers will receive a confirmation of receipt of proposal(s) within two hours of submission within business hours. If you don't receive the confirmation, please submit again, but must be on time.
4. Subject line of email when submitting proposal(s) to state the following: Proposal(s) RFP-38-26-001 (and your company name). If submitting a proposal for Photographer and for Videographer, those proposals must be separate PDF attachments clearly labeled for Photography and Videography.
5. Proposal formats:
   A. All documents in PDF only.
   B. All photo samples in PDF format.
   C. Link to your 5-minute video reel, if submitting for videographer.
   D. Link to your 5-minute samples of s/audio-only productions, if applicable to your skills and experience.
6. Include the following in your response to RFP:
   A. In the body of the email with proposal submission(s):
      i. Business owners name, title, address, phone, and email address;
      ii. RFP Contact name, title, and email address;
      iii. List of the job-type(s) you are submitting proposal(s): photographer, videographer, audio-only production.
   B. In a PDF titled "(Photography/Videography/Audio-Only Production) Qualifications and Experienced," a summary of your qualifications and experience to show competence and success as a photographer and/or videographer and/or podcast/audio-only production.

NOTE: A SEPARATE PDF IS REQUIRED FOR EACH JOB TYPE—PHOTOGRAPHER, VIDEOGRAPHER, AND AUDIO-ONLY PRODUCTION.

C. Using Attachment A2 template, submit the checklist for each job type you are submitting a proposal: A SEPARATE PDF IS REQUIRED FOR EACH JOB TYPE—PHOTOGRAPHER, VIDEOGRAPHER, AND AUDIO-ONLY PRODUCTION.

D. Resumés of photographer, videographer, and/or podcast/audio-only producer and detailed description of the experience your team.

E. Indicate on Attachment B1 that you accept the terms and conditions without material changes of Appendix D: Definitions, Terms, & Conditions. (Or mark the other box and see instructions in F below.)

F. If you desire to mark up the Terms & Conditions (Attachment B2), you must firstly request the document in Word, keep Track Changes on, and with each suggested edit include a comment that explains how the change benefits the Court.

G. *[REVISED]* Provide a minimum of three business references, i.e. someone that can provide feedback based on their experience with your work. References must only be input on the Reference's Template (Attachment C) and saved as Excel--not PDF.

H. Include the filled and signed DARFUR Contracting Act Form (Attachment D) .

I. *[REVISED]* Include the filled and signed Payee Data Request Form (Attachment E) .

J. **Note: Quotes are not accepted at this time. A quote will be requested when the Court has work.**

K. *[NEW]* **A wet or electronic signature is required on all documents requesting signature. Typed signatures will be rejected.**

PROVISIONS

1. The Court may cancel this RFP at any time for no reason.
2. The Court's intention is to create a list of vendors that it deems qualified, in its sole discretion, to perform the services.
3. The Court is under no obligation to sign an agreement with any vendor on the list for any services, but if it does, a fully executed agreement is required in advance of services.
4. The full contract agreement includes additional provisions that can be negotiated at the time a contract is being negotiated.
5. Pursuant to PCC 10295.4, a Judicial Branch Entity shall not enter into any contract with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Before the Court will execute any contract, the Court will verify each Proposer is not on either delinquency list.

EVALUATION OF PROPOSALS AND CREATION OF LIST OF VENDORS

The Court will evaluate the proposals and will create a list of vendors from which to choose as needs arise. Note however that the Court may continue to issue RFPs to create lists or to add to the list or request quotes for particular projects. If there are qualified vendors, a determination made solely by the Court, the initial vendor list will be posted on the Court's procurement webpage.

ATTACHMENT A1 – STATEMENT OF WORK

1. Background
   A. The Superior Court of California, County of San Francisco ("Court" or "the Court") seeks experienced photographers for various projects throughout the year.
   B. Qualified and experienced candidates should also have adequate experience in:
      i. Photography for print production; and
      ii. Photography for digital production.
   C. The Court also seeks experienced Videographers for pre-production, production, and post-production.
   D. The Court may create a list of qualified respondents from which to choose and may create separate lists for photography and video production. The initial list, if any, will be posted on the Court's procurement webpage.
   E. Inclusion on the list does not guarantee any work.
2. Contractor's Responsibilities--Photography
   A. Be available for planning and pre-photography meetings (online or on site).
   B. Event photography.
   C. Portraits, headshots, and group photos of judicial officers, executives, and staff, on location or in a portable studio setup.
   D. Architectural, interior, and exterior photography of Court facilities, including documentation of construction, renovation, and facility conditions.
   E. Documentary and editorial photography of Court programs and services.
   F. Staged photography with models or volunteers for public education materials.
   G. Copy photography and digitization of historical photographs, artwork, documents, and Court artifacts.
   H. 360-degree and panoramic photography for virtual tours and wayfinding.
   I. Aerial and drone photography.
   J. Photo editing, retouching, color correction, and preparation of images for print, web, and social media.
   K. Preparation of print-ready files and coordination of printing, framing, and large-format output.
   L. Delivery of organized, labeled files, including raw or unedited images on request.
   M. Other photography and image services as requested by the Court.
3. Contractor's Responsibilities—Video Production
   A. Be available for planning and pre-production meetings (online or on site).
   B. Pre-production, including concept development, scriptwriting and script editing, storyboarding, shot lists, scheduling, location scouting, and casting.
   C. Filming of interviews, events, B-roll, and staged scenes, single- or multi-camera.
   D. Short-form video for social media and the web.
   E. Public civic education and explainer video.
   F. Training and orientation video for internal audiences.
   G. Recruitment, workforce, and employee recognition video.

H. Recorded messages from Court leadership, including time-sensitive and emergency messaging on short notice.

I. Motion graphics, animation, titles, and simple infographics.

J. Aerial or drone footage.

K. Audio recording, voiceover, licensed music, foley, and podcast or audio-only production.

L. Livestreaming and webcasting of public meetings, ceremonies, and events, including multi-camera switching, audio support, and on-site technical direction.

M. Editing, repurposing, and restoration of footage supplied by the Court or drawn from Court archives.

N. Video editing, color grading, audio mixing, and versioning of a single shoot into multiple lengths and aspect ratios.

O. Closed captions, transcripts, translated subtitles, foreign-language voiceover, and on-screen ASL interpretation.

P. Delivery in formats specified by the Court, including caption files and raw footage on request.

Q. Other video and multimedia services as requested by the Court.

4. Other Provisions

A. Transportation costs are not included and will be born solely by Contractor.

B. Parking costs are not included and will be born solely by Contractor.

C. In the RFP, Contractor will inform the Court of AI it uses, the purpose, of using AI, and the advantage to using AI vs not using it. This must be a separate pdf titled "AI Use."

D. Contractor will seek pre-approval in writing from the Court before using any AI.

5. Proposer and their team providing services to the Court may be asked to pass background and/or fingerprint clearance prior to providing any services. Court pays for background check and fingerprinting, if Court requires it.

6. Court's Responsibilities

A. Supply appropriate environments when in Courthouses.

B. Provide creative direction for projects.

7. Timeline

A. Projects, if any, may occur at any time of the year.

END OF ATTACHMENT 1

ATTACHMENT A2—STATEMENT OF WORK CHECKLIST

USE THE PROVIDED EXCEL SPREADSHEET ONLY.

END OF ATTACHMENT A2

ATTACHMENT B1—PROPOSER'S ACCEPTANCE OF CONTRACT TERMS & CONDITIONS

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

☐ 1. Proposer accepts Attachment B2: "Standard Terms and Conditions (Photography/Videography/Audio-Only Production) under $50,000" without exception.

OR

☐ 2. Proposer proposes exceptions or changes to Attachment B2. Proposer **must** also submit (i) **a red-lined Word version of Attachment B2** that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change and the benefit to the Court. Note that any material exception (addition, deletion, or other modification) to the Court's terms and conditions may disqualify a Proposer. The Court, in its sole discretion, will determine what constitutes a material exception. The Court also has the right to strike any suggested material change and if unacceptable to Proposer, Court will disqualify Proposer from future projects.

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

ATTACHMENT B2—CONTRACT STANDARD TERMS & CONDITIONS (PHOTOGRAPHY/VIDEOGRAPHY/AUDIO-ONLY PRODUCTION) UNDER $50,000

APPENDIX A – STANDARD TERMS & CONDITIONS

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the Court. The Court may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY, OWNERSHIP, AND USE.

1. Intellectual Property: Unless stated otherwise on the coversheet of this Agreement or elsewhere in this agreement: (i) Contractor retains and owns the copyright in the Work Product including all rights, title, and interest in and to Contractor's original project files, digital files, drafts, notes, know-how, methodologies, underlying proprietary technologies, and other proprietary materials used by Contractor in the creation of the Work Product (collectively, "Contractor Materials"), and (ii) Contractor grants in perpetuity to the Court an exclusive, sublicenseable, worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute the Work Product. Contractor represents and warrants that it has sole legal control of rights in the Work Product and the license granted hereunder is free and clear of any liens or claims by any other person or entity. Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein. The Court retains all intellectual property rights in any materials it provides to Contractor (the "Court Materials"). Contractor will hold the Court Materials in trust and confidence. Contractor will use the Court Materials solely for performing the Services and creating the Work Product.

2. Ownership of Deliverables and Work Product: Contractor and Court agree that all Deliverables and other tangible work product delivered to the Court (together, "Work Product") constitutes a work made for hire specially ordered or commissioned by the Court as a contribution to a motion picture or other audiovisual work within the meaning of the United States Copyright Act. If any Work Product is ever deemed not to be a work made for hire under any applicable laws Contractor:

i. assigns to the Court all rights, title, and interest worldwide in the Work Product;
ii. grants to the Court an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the Work Product that cannot be assigned to the Court; and
iii. waives enforcement against the Court of any rights in the Work Product that cannot be assigned or licensed to the Court.

3. Use: (i) If Court desires to make alterations to a Deliverable after contract expires it may do so without consent of Contractor and without additional compensation to Contractor, and (2) Court is not obligated to use or display any Deliverable.

D. INVOICES, PAYMENT, AND SETOFF. After the Court has accepted Services and Work Product, Contractor will send one correct, itemized invoice that will be the final invoice for the accepted Services and Work Product to "Accounts Payable" and only via email to ap@sftc.org, along with additional email address(es) if specified on page 1 of this Agreement. Contractor will submit the invoice on Contractor's standard printed bill form and the invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the funding source as found on page 1 of this Agreement, (vi) the total invoiced amount, and (vii) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies,

including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the erroneous payment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request. In no event shall the Court be obligated to pay any amount in excess of the contract maximum. Contractor is responsible for all start-up and on-going operational costs. Contractor waives all claims against the Court, and all Judicial Branch Entities on account of project costs that exceed any amount not included in the Budget and/or the sum of this contract, or any amounts for goods or services disallowed by the grant funder.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Court, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

F. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.

G. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the Judicial Council of California, the State Auditor, or their representatives during normal business hours for inspection and copying.

H. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

I. TERMINATION. The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.

J. INSURANCE. General Requirements.

1. By requiring the minimum insurance set forth in this Agreement, the Court shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.

2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by

or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Court in compliance with the insurance requirements set forth in this Agreement. The Court may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Court that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Court, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.

4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Court. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

5. Self-Insured retentions (SIR) must be declared to and approved in writing by the Court. The Court may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Court. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Judicial Branch Entities and Judicial Branch Individuals. Court may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Court reserves the right to obtain a copy of any policies and endorsements for verification.

6. Contractor is responsible for and may not recover from the State of California, the Judicial Council of Calfornia, the Court, or any Judicial Branch Entity or Judicial Branch Individual, any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.

7. Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include State of California; Judicial Council of California; the Judicial Branch Entities, and the Judicial Branch Individuals. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Court.

8. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, the Judicial Council of California, the Court, or any Judicial Branch Entity or Judicial Branch Individual. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.

9. Failure to provide the documentation as required prior to the commencement of Services shall not constitute or be construed as a waiver of the obligation to provide such documentation.

10. The Certificates of Insurance must be addressed and mailed to:

    Superior Court of California, County of San Francisco
    Attn: Procurement Officer, 400 McAllister Street, San Francisco, CA 94102

11. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the Court may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed

policy endorsements to the Court on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

12. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, the Court may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

13. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, the Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Services, and for any liability arising out of or in connection with the Services performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

14. Contractor shall provide the Court with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the Court's Project Manager.

15. The Court reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by the Court.

16. Contractor must require insurance from its subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the Court, and the Judicial Branch Entities and Judicial Branch Individuals.

17. **Individual Policy Requirements.**

    i. **Commercial General Liability**

    Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than $1,000,000) per occurrence for bodily injury and property damage and $2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Services or the termination of this Agreement, whichever occurs first.

    ii. **Commercial Automobile Liability**

    Commercial Automobile Liability Insurance shall have limits of not less than $1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Services including, without limitation, owned, hired, and non-owned motor vehicles.

    iii. **Workers' Compensation & Employers' Liability Insurance**

    If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than $1,000,000 for each accident, $1,000,000 as the aggregate disease policy limit, and $1,000,000 as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the Court certifying, under penalty of perjury, that it does not have employees. Upon the Court's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

    iv. **Professional Liability Insurance**

    Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than $1,000,000 per claim or per occurrence

and $2,000,000 annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Services which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commences pursuant to the Agreement.

v. **Umbrella Policies**

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

K. **REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) 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; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) 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 (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

L. **ANTITRUST.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

M. **MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute

a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court's prior written approval, which may be denied for any or no reason.

END OF ATTACHMENT B2

ATTACHMENT C—REFERENCES TEMPLATE

USE PROVIDED EXCEL TEMPLATE ONLY.

END OF ATTACHMENT C

ATTACHMENT D—DARFUR CONTRACTING ACT CERTIFICATION

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a "scrutinized company" as defined in PCC 10476, or (ii) receive written permission from the Judicial Council to submit a proposal.

To submit a proposal to the Judicial Branch Entity (JBE), the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

If you do not have (or haven't had within the past three years, any business activities that qualify under this PCC, then fill form, check box #1, and submit to the JBE.

Company Name (Printed)	*Federal ID Number*
Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)	

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

OR

☐ 2. We are a "scrutinized company" as defined in PCC 10476, but we have received written permission from the Judicial Council of California to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission Judicial Council of California is included with our proposal.*

OR

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

CERTIFICATION FOR PARAGRAPH 3:

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

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

END OF ATTACHMENT B

ATTACHMENT E—PAYEE DATA FORM

PAYEE DATA RECORD

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
Revised 09/15/2025

1 Instructions

See page two for additional instructional information and Privacy Statement. Complete all information on this form, sign, and 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 – VENDOR COMPLETE

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

CITY, STATE, ZIP CODE

PHONE NUMBER

3 Payee Entity Type

Complete One Box Only

NOTE: A taxpayer identification number is required

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

- ☐ PARTNERSHIP
- ☐ LIMITED LIABILITY COMPANY
- ☐ INDIVIDUAL/SOLE PROPRIETOR
- ☐ CORPORATION
- ☐ CORPORATION – LEGAL
- ☐ CORPORATION – MEDICAL
- ☐ EXEMPT (NON-PROFIT)
- ☐ GOVERNMENT (FEDERAL, STATE, LOCAL)
- ☐ ESTATE OR TRUST

ENTER SOCIAL SECURITY NUMBER (SSN)

Note: 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. For trial court employee vendor number, the SSN is not required

4 Resident Status

check the appropriate box

- ☐ California Resident - Qualified to do business in California or maintains place of business
- ☐ California Nonresident (see page 2) – Payment(s) 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

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 because 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 Contact Information and Signature

VENDOR REPRESENTATIVE'S NAME (Type or Print) | TITLE | E-MAIL

AUTHORIZED VENDOR SIGNATURE | DATE | TELEPHONE

SECTION 6 – COURT COMPLETE

6 Vendor Category

Please choose from the JCC Vendor Category below

- ☐ ARBITRATOR
- ☐ BENEFIT PROVIDER
- ☒ CONTRACTOR
- ☐ COURT APPT. COUNSEL
- ☐ COURT INTERPRETER
- ☐ MEDIATOR
- ☐ RENT
- ☐ COURT REPORTER
- ☐ DECEASED FINAL PAYMENT
- ☐ EMPLOYEE
- ☐ GARNISHMENT TRUSTEE
- ☐ GRAND JURY
- ☐ SETTLEMENT/ AWARDS
- ☐ VOLUNTEER
- RETIREE – *(SELECT TYPE BELOW)*
  - ☐ MEDICAL PREMIUM REIMB
  - ☐ IN LIEU OF MEDICAL PREMIUM
  - ☐ PENSION REPLACEMENT

Court Contact

COURT CONTACT NAME | PHONE NUMBER | EMAIL

End of Attachment E
End of RFP Documents