

ATTACHMENT 1—ADMINISTRATIVE RULES GOVERNING RFPs (NON-IT SERVICES)

1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“JBE”) REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to the Solicitations Email Box, **solicitationsmailbox@sftc.org**. Proposers must include the RFP Number in subject line of any communication as well as vendor’s company name.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the contact above 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 the Proposer is requesting a change, the request must set forth the recommended change and the 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 the JBE’s responses will be made available prior to the proposal due date and time.

4. ERRORS IN THE RFP

- A. 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, the Proposer must immediately notify the JBE via email to the Solicitations Email Box and request modification or clarification of the RFP. Without disclosing the source of the request, the JBE may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the JBE of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

5. ADDENDA

- A. The JBE 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.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the JBE via email to the Solicitations Email Box no later than one business day following issuance of the addendum.

6. WITHDRAWAL AND RESUBMISSION / MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the JBE via email to the Solicitations Email Box of its withdrawal. The notice must be signed by the Proposer's CEO or designee. The Proposer may thereafter submit a new or modified proposal, provided that it is received by the JBE 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 unless requested by the JBE. Proposals cannot be changed or withdrawn by the Proposer after the proposal due date and time listed in the timeline of the RFP. See Section 8B for further clarification.

7. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the JBE may reject the proposal; however, the JBE 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 the Proposer (if selected for the award of the agreement), the 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.

8. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE 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 the JBE.
- B. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE, in its sole discretion, will determine if a proposer shall be deemed non-responsive. The JBE's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. The use of the word 'Must' in the RFP will not necessarily result in a proposer being deemed non-responsive for failing to meet that requirement at the time proposals are due. The JBE's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. **Until a contract resulting from this RFP is signed, the JBE 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 it is deemed in the JBE's best interest.** A notice of intent to award and/or a notice of award does not constitute a contract and confers no right of contract on any Proposer.
- C. The JBE 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 the JBE or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any JBE 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 JBE personnel or consultants may be cause for rejection of the Proposer's proposal.

9. EVALUATION PROCESS

- A. 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.
- B. Proposals that contain false or misleading statements may be rejected if in the JBE's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the JBE may require a Proposer's representative to answer questions or provide additional documentation with regard to the Proposer's 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.
- D. 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 JBE employees. The JBE 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.

10. DISPOSITION OF MATERIALS

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

11. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE JBE DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the JBE and the selected Proposer. The JBE may withhold ten percent 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 the JBE and the selected Proposer.

12. AWARD AND EXECUTION OF AGREEMENT

- A. 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 the JBE.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- C. The JBE 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.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer and returned, along with the required attachments, to the JBE 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 shall be at the Proposer's own risk.

13. 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, the JBE may award the agreement to the next qualified Proposer.

14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Communications. You may contact the Solicitations Email Box for more information.

15. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the JBE 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 the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

16. AMERICANS WITH DISABILITIES ACT

The JBE complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations Email Box.

RFP 38-24-003 ATTACHMENT 2

STATE OF CALIFORNIA JUDICIAL BRANCH
STANDARD AGREEMENT (REVISED 2024)

AGREEMENT NUMBER
VENDOR NUMBER

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” or “Court” refers to the **Superior Court of California, County of San Francisco**.

2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”).
 This Agreement includes one or more options to extend through **[Date or “N/A”]**.

3. The maximum amount the JBE may pay Contractor under this Agreement is \$**[Dollar amount]** (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$**[Dollar amount]** during the Initial Term, and (ii) \$**[Dollar amount]** during the Option Term.

4. The purpose or title of this Agreement is: **[Purpose or descriptive title]**.

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

5. The parties agree that this Agreement, made up of this coversheet, the appendices listed below, and any exhibits and attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

[Appendix A—Scope of Work](#)

[Appendix B—Budget & Payment Provisions](#)

[Appendix C—Points of Contact](#)

[Appendix D—Definitions and General Provisions](#)

[Exhibit 1—Acceptance and Sign-Off Form](#)

[Attachment 1—Unruh Civil Rights Act \(over \\$100K\)](#)

[Attachment 2—Darfur Contracting Act \(all contracts\)](#)

[Attachment 3—RFP Proposal \(when applicable\)](#)

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
JBE’S NAME Superior Court of California County of San Francisco	CONTRACTOR’S NAME
ADDRESS	ADDRESS

EXPENDITURE xxx	FISCAL YEAR Xx/xx
I hereby certify upon my own personal knowledge budgeted funds are available for the expenditure period stated. AUTHORIZED SIGNATURE (remove if zero dollar)	

APPENDIX A
Scope of Work from RFP

1. Background
 - A. xxxx
2. Contractor's Responsibilities
 - A. Description of Goods/Services
 - B. Description of Deliverables
 - C. Acceptance Criteria
3. Court's Responsibilities
 - A.
4. Timeline
 - A.

End of Appendix A

ATTACHMENT 2 - DO NOT EDIT

APPENDIX B

Budget from RFP & Payment Provisions

1. Budget

A. Per Table B-1

Table B-1

- B. The maximum amount the Court may pay during _____ through _____ is \$_____.
- C. The maximum amount that may be paid under this contract is \$_____.
- D. Each line-item in the Budget is the maximum paid for that item. No items that are not included in the line-item Budget may be invoiced, charged, or otherwise financially obligated to the Court.
- E. Unless provided for in the Budget, Vendor will be responsible for all start-up and on-going operational costs.
- F. In no event shall the Court be obligated to pay any amount in excess of the contract maximum. Contractor waives any and all claims against the Court, and all Judicial Branch Entities on account of project costs that may exceed any line-item amount, any additional amount not included in the Budget, and/or the sum of this contract.

2. Pricing

- A. If this Agreement includes future estimated labor costs, those costs must be reviewed and approved before becoming effective.
 - i. Price increases will be accepted during exercised option terms as follows:
 - b. The increase(s) are stated in writing with verifiable backup documentation; and
 - c. Capped at ____%.
 - ii. Cost decreases, if any, will be passed on to the Court and reflected in the invoice(s) to the Court beginning with the month immediately following the cost decrease occurrence.
- B. If this Agreement is the result of an RFP, the information submitted in the Cost Proposal is attached as an Appendix and becomes part of the Agreement.
- C. No price changes as a result of cost increases will be accepted during the term of the contract unless agreed to in writing by JBE.

3. Payment Provisions

- A. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this **Appendix B**. The amounts specified in this Exhibit shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
- B. Contractor will only invoice for Goods that the JBE has accepted.
- C. Contractor will only invoice for Services or Deliverables that the JBE has accepted.
 - i. When making payment tied to the acceptance of Deliverables, JBE has the right to withhold fifteen percent (15%) of each payment until the JBE accepts the final deliverable.

ii. The JBE will not make any advance payment for Services.

D. No expenses related to the Goods, Services, and or Deliverables shall be reimbursed by the JBE except those outlined in the Appendix B, Budget.

i. If travel expenses are allowed, all travel is subject to written preauthorization and approval by the JBE, and all travel expenses are limited to the maximum amounts set forth in the JBE's travel expense policy.

ii. Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses that exceed the amount outlined in the budget, or the maximum amount indicated in the JBE travel expense policy.

E. Payment does not imply acceptance of Contractor's invoice, Goods, Services or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

4. Invoicing

A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the Court agrees to compensate the Contractor in accordance with the amount specified and made a part of this Agreement.

B. Contractor shall submit itemized line-item invoices, which reflect actual costs to include type of service (or deliverable or project name), unit price, and total as referenced in the Appendix B, Budget and must include with all invoices:

i. Timesheet for all staff-paid or volunteers, permanent or temporary; and, if applicable

ii. Copies of paid receipts for all reimbursement requests.

C. Contractor shall invoice no more frequently than once per month.

D. Government Code 927 et seq., requires the Court to issue payment on undisputed invoices within 45 days of receipt of an invoice. For services rendered to the satisfaction of the Court Contract Manager, Court agrees to pay to the Contractor for actual costs based on the **Appendix B**, Budget and presentation of an itemized invoice as described below to be submitted no later than fifteen days (15) following the end of the preceding month. Invoices shall include:

i. The contract number;

ii. A unique invoice number;

iii. The contractor's name and address;

iv. Taxpayer identification number; and

v. Preferred remittance address, if different than mailing address.

E. It is the discretion of the Court's Project Manager to use the Acceptance and Sign off form (**Exhibit 1**) to document unsatisfactory work. If the Court's project manager completes the form, the work shall be described in the first field on the form as specified in in **Exhibit A**, Statement of Work along with explanation of dissatisfaction and remedy; and shall submit the form to the Contractor to cure.

F. The Contractor shall submit each invoice for review and approval **only via email to Accounts Payable** as well as to the Project Manager. Invoices sent any other way may not be processed.

Name, title

Email and ap@sftc.org

End of Appendix B

APPENDIX C

Points of Contact

1. Court Contact:

Project Manager and Contract Manager
Name, title
Address
Email
phone

Contract Staff

2. Contractor Contact:

Project Manager
Name, title
Address
Email
phone

Contract Manager
Name, title
Address
Email
phone

3. Changes to Project Managers: Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Subject to written approval by Court, Contractor may change its project manager without need for an amendment to this Agreement.
4. Notices are sent to everyone listed above and in the manner stated in **Appendix D, Section 1, Part P.**

End of Appendix C

ATTACHMENT 2 - DO NOT EDIT

APPENDIX D

Definitions and General Provisions

1. **Definitions:** The terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.
 - A. "Acceptance/Accepted" means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable, Submittal, or other Agreement requirement, in compliance with the Agreement Document.
 - B. "Administrative Director" if not the Court Executive Officer refers to that individual, or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
 - C. "Agreement" means this Agreement that sets forth the terms and conditions under which the Court retains the Contractor and the Contractor shall provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.
 - D. "Amendment" means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a Change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
 - E. "Confidential Information" means (i) any information related to the business or operations of the JBE, including information relating to the JBE's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE's satisfaction that: (a) Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
 - F. "Contract" or "Contract Documents" constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Agreement and all related Exhibits and Work Orders. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "Agreement."
 - G. "Contractor" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
 - H. "Court" means the Superior Court of California County of San Francisco.
 - I. "Coversheet" refers to the first page of this agreement.
 - J. "Data" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
 - K. "Day" means calendar day, unless otherwise specified.
 - L. "Deliverable(s)" or "Submittal(s)" means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Court for acceptance.
 - M. "JBE" refers to Judicial Branch Entity. For the purposes of this agreement, the JBE is Superior Court of California, County of San Francisco.
 - N. "Key Personnel" refers to the Contractor's personnel, whom the Court has identified and approved to perform the Work of the Agreement.
 - O. "Material" means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

- P. "Notice" means a written document initiated by the authorized representative of either party to this Agreement and given by: i. attaching as a PDF to an email addressed to one of Contractor's Points of Contact as identified in **Appendix C**. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
- Q. "Project" refers to all activity relative to a Work Order and/or this Agreement including activity of the Contractor, its Subcontractors, the Court, or Court's representatives in connection with the Contract Work.
- R. "Project Manager's Designee" means an individual that may be designated in a Work Order, as updated from time to time by the Court's Project Manager in accordance with **Appendix C**.
- S. "Standard Agreement" means the form used by the Court to enter into agreements with other parties.
- T. "Stop Work Order" means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision.
- U. "Subcontractor" shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, and suppliers.
- V. "Term" refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work.
- W. "Third Party" refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.
- X. "Work" or "Contract Work" or "Work to be Performed" may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the Court. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor.
- Y. "Work Order" refers to a document that is used by the Court to authorize Work pursuant to this Agreement. Each Work Order, if any, shall include details about the nature of the Work the Contractor shall perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
- Z. "Work Order Amount" refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

2. **Services Warranty**

- A. The Contractor warrants and represents that each of its employees, consultants, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder shall conform to the requirements of this Agreement in all material respects. All warranties, including any special warranties specified elsewhere herein, shall inure to the Court, its

successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.

B. Contractor warrants that: (i) the Services 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 Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE's acceptance of such Deliverable and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

3. **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

4. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

5. **Stop Work Order**

A. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
- ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.

C. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

6. **Acceptance of Work**

A. The Court's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Court's Project Manager shall apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings shall be resolved as set forth in this provision.

B. Acceptance Criteria for Work ("Criteria") provided by the Contractor pursuant to this Agreement: i. Timeliness: The Work was delivered on time; ii. Completeness: The Work contained the Data, Materials, and features required in the Agreement; and iii. Technical accuracy: The Work is accurate as measured

against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).

- C. The Contractor shall deliver the Work to the Court, in accordance with direction from the Court's Project Manager. The Court shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria in all material respects.
- D. If the Court rejects the Work provided, the Court's Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Court's Project Manager requests further change, the Contractor shall confer with the Court's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work shall be accepted or the question of its acceptability referred to the Court Executive Officer and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the Court's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer (CEO), or his designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the CEO, or his designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Court may reject the Work and shall notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of Standard Provisions set forth in this **Appendix D**. Termination does not relieve the Court of liability for wrongfully rejected Work.
- G. The Court's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The Court's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

7. **Contractor's Personnel**

- A. Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- B. The Court has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the Court's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the Court's requirements, the Contractor shall submit a different candidate for consideration.
- C. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if, in the Court's opinion, the performance of the Contractor's personnel is unsatisfactory. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall promptly assign replacement personnel, possessing equivalent or greater experience and skills.
- D. If any of the Contractor's Key Personnel, become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be Approved by the Court's Project Manager.
- E. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Court's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.
- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to General Provisions, as set forth in **Appendix D**.
- G. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

- H. **Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE. If JBE chooses to require background checks on Contractor's staff, Contractor will not allow anyone on their staff to work on the project/conduct the services without firstly having passed a background check and issued a badge (if badges are required).
8. **Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
9. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
- A. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
 - B. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
 - C. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - D. **No Conflict of Interest.** Contractor and any subcontractor has no interest that would constitute a conflict of interest under PCC 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.
 - E. **The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.**
 - F. **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
 - G. **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
 - H. **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
 - I. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
 - J. **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

- K. **Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- L. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- M. **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.

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

11. **Insurance**

- A. Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:
 - i. **Commercial General Liability.** The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
 - ii. **Workers Compensation and Employer's Liability.** The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - iii. **Automobile Liability.** This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - iv. **Professional Liability.** This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
 - v. **Commercial Crime Insurance.** This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration

of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000

- B. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
 - C. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
 - D. Deductibles and Self-Insured Retentions. Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
 - E. Additional Insured Endorsements. Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
 - F. Certificates of Insurance. Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the JBE.
 - G. 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.
 - H. Required Policy Provisions. Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
 - I. Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
 - J. Consequence of Lapse. If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
12. **Indemnification.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall 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 the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have 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.

13. Termination

- A. Termination for Convenience. The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- B. **[REVISED]** Termination for Cause. The JBE may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading, or (iv) Contractor is required to register with the State Attorney General Charitable Trust Registry (the “Registry”) and either fails to register or Contractor’s registration status fails to be maintain as ‘Current’ as displayed on the Registry Verification web page found here:
https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y&utm_source=newsletter&utm_medium=email&utm_content=Registry%20of%20Charitable%20Trusts&utm_campaign=Funding%20Announcements
- C. Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- D. Rights and Remedies of the JBE.
- i. Nonexclusive Remedies. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE 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, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
 - ii. Replacement. If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
 - iii. Delivery of Materials. In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.

14. Court's Obligation Subject to Availability of Funds.

- A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to the Contractor, terminate this Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation: i. The Court shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement to the extent such services are affected by the termination.
- C. Funding for this Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement or the affected parts shall terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
15. **Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
16. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
17. **Retention of Records.** The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.
18. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
19. **Licenses, Permits, and Registries.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Additionally, if Contractor is a charitable corporation or fundraiser doing business in California, they certify that they are in compliance with the requirement to register and submit necessary documentation to California's Office of the Attorney General. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits, authorizations, and registrations, and for any fines and penalties arising from its noncompliance with any applicable law or government code.
20. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects

its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

21. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
22. **Copyrights and Rights in Data**
- A. The Court reserves the right to use and copyright, in whole or in part, any Data produced from this Agreement.
 - B. The Contractor agrees not to copyright any Data produced from this Agreement unless the Court gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the Court shall be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.
23. **Ownership of Intellectual Property.**
- A. Unless the Contractor and the Court reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the Court's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the Court shall be treated as if it were "work for hire" for the Court, and (ii) the Contractor will immediately disclose to the Court all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "Creations") made, in whole or in part, by the Contractor in the course of or related to providing services to the Court.
 - B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Court, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the Court, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Court. The Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.
24. **Limitation on Publication.** The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Court without prior review and written permission by the Court's Communication Director.
25. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
26. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
27. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in

writing by a duly authorized officer of the JBE. 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.

28. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
29. **Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
30. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
31. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
32. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
34. **Limitation on Court's Liability:** The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.
35. **Use of Court or Court Provided Equipment.** Neither the Court nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the Court or Courts.
36. **Disputes.** If Contractor believes that there is a dispute or grievance between Contractor and the Court arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the Court’s Project Manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:
 - A. If the issue cannot be resolved informally with the Court’s Project Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Project Manager’s Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Supervisor’s decision, Contractor may appeal to the next level, following the procedure in “Disputes”, paragraph 2, listed below.
 - B. Contractor must submit a letter of appeal to the Court Executive Officer (CEO) explaining why the Project Manager’s Supervisor’s decision is unacceptable. The letter must include, as an attachment, copies of the Contractor’s original grievance report, evidence originally submitted, and response from Supervisor. Contractor’s letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor’s written decision. The CEO or designee shall, within twenty (20) working days of receipt of Contractor’s letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the CEO or designee shall be final.
 - C. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
 - D. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the work, including Work associated with the dispute, unless otherwise directed by Court. Contractor’s failure to diligently proceed in accordance with Court’s instructions will be considered a material breach of this agreement.
37. **Provisions Applicable to Certain Agreements.** The provisions in this section are applicable only to the types of orders specified in the first sentence of each subsection. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

- A. **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- B. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 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) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.
- C. **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D. **Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- E. **Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 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 the JBE to enter into this Agreement pursuant to PCC 2203(c).
- F. **Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- G. **Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 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 shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- H. **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 the JBE 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 PCC

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 shall provide the same rights of access to the JBE.

- I. **Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- J. **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 the 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 the JBE 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 the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- K. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- L. **Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or

administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- M. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- N. **Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- O. **Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- P. **Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- Q. **Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE 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.
- R. **Competitive Procurement.** *This section is applicable if contract awarded from a Request for Proposal.* All provisions in the Request for Proposal (RFP) shall be applicable and enforceable under this agreement and the provisions in the RFP shall be included as an exhibit to this agreement.
38. **Entire Agreement.** This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the Court.
39. **Order of Precedence.** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- A. General Provisions;
 - B. Contract form, and any amendments thereto;
 - C. Statement of work, including any specifications incorporated by reference herein;

- D. Special terms and conditions; and
- E. All other attachments incorporated in this Contract by reference

End of Appendix D

ATTACHMENT 2 - DO NOT EDIT

EXHIBIT 1
Acceptance and Sign-Off Form

Description of Services or Deliverables:

Date submitted:

1) Submitted on time and within budgeted cost: Yes No *If no, note length of delay and reasons.*

2) Complete: Yes No. *If no, please identify incomplete aspects of the Services or Deliverables.*

3) Technically accurate: Yes No. *If no, please note corrections required.*

4) Level of satisfaction: Poor Fair Good Excellent

Comments:

Acceptance Status:

- Work is now accepted.
- Work is unacceptable as noted above.
- Substantial completion has been made; remaining issues to be addressed by:

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 1

ATTACHMENT 3
PROPOSAL FROM RFP

ATTACHMENT 2 - DO NOT EDIT

END OF AGREEMENT

ATTACHMENT 4 GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the JBE will reject a proposal until these clauses are accepted.

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


Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 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.

Contract Dispute or Litigation. Proposer certifies that it is not currently in a contract dispute for same or similar services at a federal or state government agency.

Check box to indicate certification of the clauses above.

These certifications must be updated and resubmitted to the Judicial Branch Entity (JBE) solicitations email box if any status changes during the course of the RFP up to full execution of a contract (if any); and if in contract with the JBE, must be resubmitted during contract term if there is a change in status.

PROPOSER
BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING
COMPANY NAME
DATE

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, a vendor must indicate if it has had business activities or other operations outside of the United States by inserting its company name and Federal ID Number below and completing **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.

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

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 to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the Judicial Council 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.

<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 _____</i> <i>in the State of _____</i>

ATTACHMENT 6

**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT
AND HOUSING ACT CERTIFICATION**

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

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **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 (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

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 (drop down)</i>	<i>Executed in the County of in the State of</i>	

ATTACHMENT 8
PROPOSER REFERENCES

Submission of References is required before a contract will be issued. Email with Proposal in the Attachment packet. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. References will be contacted and we must reach your reference(s) or you may be deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why in Reference 3 'Brief Description of Service' field.

REFERENCE 1

Name of Firm:

Street Address:

Name & Title:

Email Address:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

Name & Title:

Email Address:

Dates of Service

Value or Cost of Service:

Brief Description of Service Provided

REFERENCE 3

Name of Firm:

Street Address

Name & Title:

Email Address:

Dates of Service

Value or Cost of Service:

Brief Description of Service Provided

RFP Title:

RFP Number:

**Attachment 10A
BIDDER DECLARATION**

Complete this form only if Bidder wishes to claim the DVBE incentive associated with this solicitation. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DGS Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work Bidder will subcontract: _____

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (starts on page 4). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification approval letter as a separate (and its own) document.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS (IF ALLOWED IN THE RFP)

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

1. DVBE Subcontractor name: _____
2. DVBE Subcontractor contact person: _____
3. DVBE Subcontractor address: _____
4. DVBE Subcontractor phone number: _____
5. DVBE Subcontractor email: _____
6. DVBE Subcontractor's DGS Supplier ID number: _____
7. DVBE Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter along with this Bidder Declaration (as a separate document, on its own).
9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

10. Explain how the DVBE Subcontractor is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")

11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

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

RFP Title:

RFP Number:

<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 _____</i> <i>in the State of _____</i>	

RFP Title:
RFP Number:

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C. **Subpart A:** This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$). **Subpart B:** Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary. **Subpart C:** Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (*Authorized Signature*)."
Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

RFP Title:
RFP Number:

**Attachment 10B
DVBE DECLARATION**

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____
DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

- Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. (*attach additional sheets if more than one principal*)
Principal Name: _____ Principal Phone: _____
Principal Address: _____

Disabled veteran owners and managers of the DVBE: (*attach additional sheets if necessary*)

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

RFP Name:

RFP Number:

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

Disabled veteran managers of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a JBE], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number,

address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.