



**Superior Court of California, County of San Francisco  
Procurement Department  
400 McAllister Street  
San Francisco, California 94102**

**TO:** Invited Payment Processors  
**FROM:** Superior Court of California, County of San Francisco  
Procurement Department

**RFQ ISSUE DATE:** March 2, 2026  
**SUBJECT:** Request for Quote RFQ#38-25-001 Payment Processor **REVISION NO. 1**

**ALL MODIFICATIONS TO THE ORIGINAL RFQ DOCUMENT ARE IN RED THROUGHOUT FOLLOWING DESIGNATION OF '[REVISED]' OR '[NEW].'** NOTE THAT THERE ARE NO CHANGES TO APPENDIX A OR BEYOND.

**ACTION REQUESTED:** You are invited to review and respond to the RFQ.  
This is a fully electronic RFQ process. Paper will not be accepted.

The RFQ includes:

- **[REVISED]** [DESCRIPTION AND RFQ TIMELINE](#)
- [INSTRUCTIONS FOR SUBMITTING BIDS](#)
- [PROVISIONS OF THIS RFQ](#)
- Attachments (9):
  - [APPENDIX A](#)—Statement of Work
    - [ATTACHMENT 1](#) to APPENDIX A—Export File Format
  - [APPENDIX B](#)—Payment Provisions
  - [ATTACHMENT 2](#)—References
  - [ATTACHMENT 3](#)-- Acceptance Form of Contract Definitions and General Provisions
    - [APPENDIX D](#)—Standard Contract Definitions and General Provisions
  - [ATTACHMENT 4](#)—Services Provided/Not Provided Form
  - [ATTACHMENT 5](#)—DARFUR Contracting Act Form
  - [ATTACHMENT 6](#)—Payee Data Form

DO NOT CONTACT COURT PERSONNEL ABOUT THIS SERVICE OR RFQ.  
SUBMIT QUESTIONS AND DOCUMENTS TO: [solicitationsmailbox@sftc.org](mailto:solicitationsmailbox@sftc.org)

**DESCRIPTION AND RFQ TIMELINE**

**REVISION NO. 1**

A. DESCRIPTION:

1. San Francisco Superior Court (“Court”) is requesting proposals from an experienced vendor to process payments within the Court’s Online Records Request Portal, the “Portal.”
2. The Court has partnered with Granicus to build the Portal and vendor must already have the API built to tie into a portal built by Granicus.
3. Selected Proposer must have the security clearance to hold credit card numbers to process ‘balance due.’
4. Selected Proposer must have San Francisco business license.

B. PERIOD OF PERFORMANCE (Estimated start date):

1. Contract for Services estimated to begin **April 1, 2026 through June 30, 2027** with options to extend.

**[REVISED] RFQ TIMELINE**

The following estimated timeline is provided for proposer’s general information. None of the dates are binding upon the Court. However the Deadlines are firm dates and times and are not estimates and will only be changed in a published revision to this RFQ.

EVENT	DATE
RFQ Issued	March 2, 2026
Deadline for Submission of Questions (FAQs)	March 10, 2026
<b>[REVISED]</b> FAQs posted	March <b>20</b> , 2026
<b>[REVISED]</b> Deadline for Submission of Bid/Quote/Proposal <i>(Late submissions will not be accepted.)</i>	By 3:00 p.m. March <b>25</b> , 2026
<b>[REVISED]</b> Demonstrations	<b>Approx April 1-3, 2026</b>
Notice of Intent to Award	Approximately five (5) business days after Demos.
<b>[REVISED]</b> START DATE OF SERVICES/DELIVERY OF GOODS	Approximately April <b>20</b> , 2026

## **INSTRUCTIONS FOR SUBMITTING BID/QUOTE/PROPOSAL (“Bid”)**

### **REVISION NO. 1**

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

1. It is a violation of this solicitation to contact anyone at the Court about this procurement. All contact should be made through the solicitations email box: [solicitationsmailbox@sftc.org](mailto:solicitationsmailbox@sftc.org)
2. Submit questions and documents to [solicitationsmailbox@sftc.org](mailto:solicitationsmailbox@sftc.org). Questions and Answers will be compiled in a FAQ and posted on the Court’s website.
3. Subject line of email of Questions to state the following: QUESTIONS RFQ-38-25-001 [and your company name].
4. Bids must only be submitted by authorized personnel with the owner of the business copied on the email with name and title. Only submit via email to [solicitationsmailbox@sftc.org](mailto:solicitationsmailbox@sftc.org) by the submission deadline.
5. **[REVISED]** Subject line of Bid submission email to state the following: BID SUBMISSION RFQ-38-25-001 **Payment Processing REVISION NO. 1** [your company name].
6. File format of all documents in PDF only unless Template required (maintain file format of the Template).
7. All document pages must include your company name at the top.
8. All sections must be separate pages with titles as indicated below and Include the following in your Bid to RFQ:
  - A. Title: **Summary of Qualifications and Experience.** A summary of your qualifications and experience to show competence and success in providing payment processing services.
  - B. Title: **Business Information.** Business owner’s (or CEO) name, title, address, phone, and email address in body of email.
  - C. Title: **References.** Referring to ‘**Attachment 2 ‘References,’** provide only three business references from businesses for which you currently have or have had a contract for payment processing services. References should include all information in Attachment 2. References that don’t respond may deem Bidder as disqualified.
  - D. Indicate on **Attachment 3 ‘Acceptance of Definitions and General Provisions,’** if you accept the terms and conditions without any changes of **Appendix D, ‘Definitions and General Provisions.’** Only those who accept the terms and conditions with no changes will receive 10 points. If you require changes, request Appendix D in Word format to make suggested edits that include comments with the reason for the change and the benefit to the Court for the change. Material changes will be rejected and the Bidder will be disqualified. Court in its sole discretion will determine what is a material change.
  - E. Using **Attachment 4, ‘Services Provided/Not Provided,’** indicate which items in **Appendix A ‘Statement of Work’** that your company can and cannot provide. Check box at the top of **Attachment 4** if can provide all.
  - F. Include in your Bid the filled and signed DARS Contracting Act Form (**Attachment 5**).
  - G. Include in your Bid the filled and signed Payee Data Record (**Attachment 6**). Note that this form is required even though this is a zero-dollar contract. Be sure to fill in your Federal ID number.
  - H. Title: **Fee Schedule.** Indicate your fee schedule and be sure all fee categories in **Appendix B** are included, even if zero.
  - I. Title: **Security Clearance.** Include a copy of security clearance to hold credit card numbers in your

system.

- J. Title: **San Francisco Business License**. Include a copy of your San Francisco Business License or proof of submitted application.
- K. Pursuant to PCC 10295.4, a Judicial Branch Entity, in this case, the Court, shall not enter into any contract with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Before the Court will execute any contract, the vendor will certify that it is not on either delinquency list. **Title: Tax Delinquency**. Certification language: "I, \_\_\_\_\_, who is authorized to make such a certification for [Company] is not identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents." Sign and date the document and list name and title of signer.
- 6. A confirmation email will be sent when Bid received. If you don't receive a confirmation email during business hours within two hours of submission, Bid may not have been received and should be sent again in a follow-up email in time to meet the deadline.
- 7. IT IS HIGHLY RECOMMENDED ATTACHMENTS ARE CHECKED IN YOUR SENT FOLDER TO ENSURE ALL REQUIRED DOCUMENTS WERE INCLUDED IN YOUR SUBMISSION.
- 8. There is no grace period for late submissions regardless of the reason or fault.

## **PROVISIONS OF THIS RFQ**

### **REVISION NO. 1**

#### **CONTRACT WITH THE COURT**

1. The Court may cancel this Request for Quote at any time for no reason.
2. The Court will not reimburse for any costs associated with participating in this RFQ.
3. The Court is under no obligation to sign an agreement with Bidder for any services.
4. If Court does enter into a contract, the contract will be a zero-dollar agreement using the Court’s contract document.
5. The Court will not sign Bidder’s documents.
6. If winning Bidder ultimately does not enter into an agreement with the Court, then the next highest scored Bidder may be presented with an opportunity to enter into the agreement.
7. In order to receive 10 points, Bidder must indicate they will accept the terms of Appendix G with no material changes ([Attachment 3](#)).
8. Pursuant to PCC 10295.4, a Judicial Branch Entity, in this case, the Court, shall not enter into any contract with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one of the 500 largest tax delinquents. Before the Court will execute any contract, the vendor will certify that it is not on either delinquency list.

#### **[NEW] DEMONSTRATIONS**

The Evaluation Team will perform a cursory review of proposals to determine which are likely to be the top three scoring and from those up to three will be scheduled for demonstrations. The Court will not incur any costs associated with vendor’s demonstration. All demonstrations will be online on a Microsoft Teams meeting.

**EVALUATION OF PROPOSALS** The Court’s RFQ Evaluation Team will evaluate the proposals using the criteria set forth in the table below. An award, if any, may be made to the Highest Scoring Proposer.

CRITERION	PERCENT WEIGHTED
<i>Favorable References</i>	30
<i>Demonstration of product and reports</i>	30
<i>Experience</i>	20
<i>Fee Rates charged to Court customers</i>	10
<i>Acceptance of contract Definitions and General Provisions (Attachment 3) (0 points when any modifications suggested.)</i>	10
<b>TOTAL</b>	<b>100</b>

## **APPENDIX A**

### **STATEMENT OF WORK**

#### 1. Background

- A. The Court has contracted with Granicus to build an online records request portal (the “Portal”).
- B. Vendor shall provide payment processing services for the public and justice partners (aka Court customers) who access the Portal and shall be at no cost to the Court.
- C. Court clerks will also access the portal on behalf of Court customers who come into the Court to request records. The clerk will enter the information just as if the customer was entering themselves.
- D. Vendor shall build, host, and maintain a Court-branded, custom payment processing system to fully integrate with the Court’s online Records Request Portal built by Granicus from which users may make payments using their credit card, debit card, PIN debit, ACH (e-check), Apple Pay, Google Wallet, PayPal, etc.
  - i. Payment processing system within the Portal shall:
    - 1) Accept credit and debit card transactions from international locations in US dollars.
    - 2) Accept MasterCard, VISA, Discover, American Express, and ACH (e-check).
    - 3) Clearly delineate Court fees from service fees to the user.
    - 4) Accept partial payments (deposits).
    - 5) Collect authorization for subsequent balance due, if applicable, with cap.
    - 6) Automatically generate withdrawal of subsequent balance amount or issue refund, if applicable.
    - 7) Provide the Court notification when a payment is authorized. The Court customer will also be simultaneously advised by Vendor that the transaction has been completed.
      - a. Transactions are authorized in real time.
      - b. Unauthorized transactions will not be processed.
  - ii. Payments, Payment Guarantee, and Refunds
    - 1) Payments will be deposited daily into a government fees custodial account and transferred by Automated Clearing House (ACH) Electronic Transfer on a payment frequency dictated by the Court. The payment will be accompanied by a reconciliation report detailing the transactions included in the deposit. Any money transfer fees will be absorbed by Vendor.
    - 2) Vendor guarantees payment to the Court of all amounts collected, regardless of any chargebacks, assessments, or returns, less fees that Vendor keeps. In the case of suspected fraud, Vendor may, from time to time, reach out to the Court

for assistance in pursuing resolution to suspected fraudulent credit card chargebacks. In such instances, the Court agrees to provide reasonable assistance to Vendor in these efforts. Such support may include providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.

- 3) Vendor will administer the refund process for the Court at no additional fee to the Court.
- E. Vendor shall provide a Court-branded, custom payment dashboard. The electronic payment processing system will provide the Court with access to a reporting portal—the Dashboard. The Dashboard will provide real-time reporting features enabling the Court to have visibility into payment transactions as transactions occur, received, instant payment notifications, and the ability to export and report on such information to include:
- i. Transactional-level reconciliation reports with every ACH transfer
  - ii. Ad-hoc query capability to search specific transactions
  - iii. Transaction processing management
  - iv. Supports .xls or .csv formatted exports
- F. Vendor’s solution will support or meet the following:
- i. PCI DSS Level 1 requirements; to ensure the highest levels of security and protection of sensitive cardholder data. Vendor will maintain PCI level 1 compliance throughout the duration of this Contract.
  - ii. 256-bit SSL security to encrypt the data flow between the end user’s browser and Vendor servers.
  - iii. Compatible with later versions of Microsoft Edge, Safari, Mozilla Firefox, Google Chrome. Each payment site will be optimized for mobile devices. No download is required.
  - iv. Online payments need to be available 24x7x365 (except during scheduled and planned activities) using the internet and mobile devices like smart phones and tablets.
  - v. Due to intermittent internet connectivity loss, Vendor will attempt to create a rollover File Transfer Protocol (FTP) capability to avoid disruption in the online payment service.
- G. Vendor will provide live, bilingual (English and Spanish), technical support for Court clients making payments within the payment processing system.
- i. Support will be available at least 8:00 am – 5:00 pm PST
  - ii. Provisioning and maintenance of infrastructure to support services to the Court are provided at no charge to the Court
  - iii. Technical support for the court encompasses the following
    - 1) Administration level support:

- a. One-way integration process
  - b. Payment transaction dashboard
  - 2) Web hosting of both payment processing and dashboard web portals.
  - 3) Telephony services to support call center and IVR system(s)
  - 4) Call center to support inbound calls
  - 5) Calls are answered and identified as providing services on behalf of the Court
  - 6) Business rules for call handling shall be developed and provided to Court upon request
  - 7) Vendor to use scripted language in handling of calls
  - 8) Vendor shall take credit card payments on behalf of the Court through the call center.
- H. Vendor will provide training as follows
- i. Initial training of payment transaction dashboard to Court personnel
  - ii. Provide PowerPoint based PDF for users to walk through the payment process
  - iii. Provide video recording for users to walk through the payment process
  - iv. Provide links to PDF and video recording of walkthrough
  - v. Training may be provided live or on-line via webinar
  - vi. Separate training will be provided for the fiscal team to ensure their understanding of the Vendor reporting portal, reconciliation process and flow of funds.
- I. Vendor shall provide the following hardware to facilitate payments, if required.
- i. Credit Card readers that are PCI compliant and EMV enabled
  - ii. Hardware will be provided at no cost to the court and will become the exclusive property of the Court upon delivery.
- J. Design, development, implementation, operation, and project management of all activities described herein are provided at no charge to the Court.
2. Timeline
- A. Development and implementation of a Court-branded web-based payment processing system shall be completed and operational no later than 30-90 days from the date Vendor's acceptance of the export file.
  - B. The Court will advise Granicus that it has selected Vendor's payment processing solution and will request the assistance of Granicus with the integration of the Vendor payment processing solution for the purpose of development and implementation.

**End of Appendix A**

## **ATTACHMENT 1 to APPENDIX A**

### **Export File Format**

Customer and Vendor Data Format (Export/Import) and Requirements: This section is meant to be illustrative only. Exact fields, format, structure, and details will be determined later.

1. Fees to be paid–ASCII File (Comma Delimited CSV Format)
  - a. This file will be generated each day (or per the agreed upon schedule) to include all citations eligible for payment.
  - b. The first record in this file will be the HEADER record. It will contain the name of each field that makes up a citation record:

1.1 Header Record Request Layout sample:

Field Name	Header Record Field Name	Description
Requestor's Name	"Requestor's Name"	Requestor's Name (Last, First Middle)
Agency Name	"Agency (If applicable)"	Agencies such as District Attorney, Public Defender, etc.
Email Address	"Email Address"	Email address (could be Agency email address)
Phone	"Phone Number"	Phone Number (check box for mobile no.)
Address	"Address"	Address of Customer or Agency
Defendant's Name	"Defendant's Name"	Defendant's Name (Last, First Middle)
Case Specific Number	"Case, Citation, or Warrant Number"	Agency specific number(s).
Date of Arrest	"Date of Arrest, if applicable"	Date of arrest, if applicable.
Date of Birth	"Defendant's DOB"	Date of birth, if known.
Deposit	"Deposit Amount"	Initial payment (may be refundable or not)
Total Fee	"Total Fee"	Total fee customer owes to court
Refund	"Refund Amount"	Total Fee is less than Deposit
Balance Due	"Balance Due"	Total Fee is more than Deposit
GCIC Code	"GCIC Code"	Standard State Court Code

1.2 An automatic date stamp and time stamp of the request should be included.

**END ATTACHMENT 1 TO APPENDIX A**

**APPENDIX B**  
**PAYMENT PROVISIONS**

1. Payment Provisions.
  - A. All Vendor’s services provided are at no cost to the Court.
  - B. Vendor’s fees (“services fees”) are charged to public users and justice partners (aka Court customers) of the service. The service fee is included in the payment transaction. All service fees are prominently disclosed to users of the services prior to making their payment.
  - C. All fees, including merchant fees, interchange fees, processing fees, transaction fees, convenience fees, chargebacks to credit card/debit card, etc., are absorbed by Vendor in the service fee, are communicated to the Court customers, and are separated out from the Court fees.
  - D. Some users may be entitled to a fee waiver that will be determined by the Court. Vendor understands there may not be any collection of some or all fees associated with a granted Fee Waiver request.
2. Fee Schedule. (The lists in Tables B-1 and B-2 must be included in your Fee Schedule section of your Bid.)
  - A. Fees for transactions using all major credit cards (AMEX, Visa, MasterCard, Discover), Apple Pay, Google Pay, PayPal, etc., to be quoted by Vendor in response to the RFQ.

Table B-1 – Payment Fees:

Payment Channel	Fee
For payments made online, via mobile devices, and payment IVR, including chargeback protection, paid by the court customer using the service	
For payments taken in Vendor’s live, bilingual call center services for payment processing, including chargeback protection, paid by the court customer	
For payments taken using Vendor’s outbound notification services to aid in the notification of upcoming and past due payments prior to the Court engaging collection agency services; Court customer phone numbers provided by the Court	

- B. Fees for all ACH transactions to be quoted by Vendor in response to the RFQ.

Table B-2 – ACH Transaction Fees:

Payment Channel	Fee
If payments are taken online and mobile device payment processing, or payment IVR, including chargeback protection, paid by the court customer	
For payments taken through Vendor’s live, bilingual call center services for payment processing, including chargeback protection, paid by the court customer using the service	
For payments taken through Vendor’s outbound notification services to aid in the notification of upcoming and past due payments prior to the Court engaging collection agency services; court customer phone numbers and court customer participation consent obtained and provided by the Court	

**END ATTACHMENT B**

## ATTACHMENT 2

### REFERENCES

1. Enter a minimum of three references in chronological order in a format the same as the example References Form below.
2. If the Court is unable to contact references, it shall result in the proposal being rejected as non-responsive.

EXAMPLE OF FORMAT

1	<i>Proposer name</i>					
	Company Name for Reference #1	Contact Name, Title	Contact Info (address, phone, email)	Brief but Concise Summary Description including service dates	X if Services Performed in SF	Court Reviewer Comments
			-			
			-			
			-			

2	<i>Proposer name</i>					
	Company Name for Reference #2	Contact Name, Title	Contact Info (address, phone, email)	Brief but Concise Summary Description including service dates	X if Services Performed in SF	Court Reviewer Comments
			-			
			-			
			-			

3	<i>Proposer name</i>					
	Company Name for Reference #2	Contact Name, Title	Contact Info (address, phone, email)	Brief but Concise Summary Description including service dates	X if Services Performed in SF	Court Reviewer Comments
			-			
			-			
			-			

**ATTACHMENT 3**  
**ACCEPTANCE OF CONTRACT DEFINITIONS AND GENERAL PROVISIONS**

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

1. Proposer accepts Appendix D: Definitions and General Provisions without exception. (10 points)

***OR***

2. Proposer proposes exceptions or changes to Appendix D. Proposer **must** request Appendix D in Word format and submit (i) **a Tracked Changes, red-line version of Appendix D** that implements all proposed changes and includes (ii) inserted comments that explain the rationale for each exception or proposed change and the benefit to the Court. Note that any material exception (addition, deletion, or other modification) to the JBE's terms and conditions may render a Bid nonresponsive. The JBE, in its sole discretion, will determine what constitutes a material exception. The JBE also has the right to reject any suggested change and if unacceptable to Bidder, JBE may move to the next highest Proposer. (0 points)

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

**APPENDIX D**  
**CONTRACT DEFINITIONS AND GENERAL PROVISIONS**

**(14 pages follow)**

## 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. 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's requirement to register with the State Attorney General Charitable Trust Registry (the "Registry") either fails to register or Contractor's registration status fails to be maintained as 'Current' as displayed on the Registry Verification web page found here: [https://ret.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](https://ret.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](http://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.* The [Property Service Workers Protection Act](#) requires janitorial employers to a) register with the California Labor Commissioner's Office beginning July 1, 2018; and b) Provide employees sexual harassment prevention training once every two years beginning January 1, 2019. If Contractor is providing janitorial services to the JBE, Contractor certifies that it is in compliance with the [Property Service Workers Protection Act](#) and is currently registered with the California Labor Commissioner's Office.

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 4

### Services Provided / Not Provided

[ ] Our company, \_\_\_\_\_ can provide all services listed in Attachment 4, therefore there is no need to check any other boxes on this attachment. Otherwise, fill in your company name and check the Yes or No fields as applicable:

SERVICE	YES	NO
Users may make payments using their credit card, debit card, PIN debit, ACH (e-check), Apple Pay, Google Wallet, PayPal		
Payment processing system within the Portal will accept credit and debit card transactions from international locations in US dollars		
Payment processing system within the Portal will accept MasterCard, VISA, Discover, American Express, and ACH (e-check).		
Payment processing system within the Portal will clearly delineate Court fees from service fees to the user.		
Payment processing system within the Portal will accept partial payments (deposits).		
Payment processing system within the Portal will collect authorization for subsequent balance due, if applicable, with cap.		
Payment processing system within the Portal will automatically generate withdrawal of subsequent balance amount or issue refund, if applicable.		
Payment processing system within the Portal will provide the Court a notification when a payment is authorized.		
Payment processing system within the Portal will simultaneously advise the Court customer that the transaction has been completed.		
Transactions will be authorized in real time.		
Unauthorized transactions will not be processed.		
Payments will be deposited daily into a government fees custodial account and transferred by Automated Clearing House (ACH) Electronic Transfer on a payment frequency dictated by the Court.		
Payments will be accompanied by a reconciliation report detailing the transitions included in the deposit.		
Any money transfer fees will be absorbed by Vendor.		
Vendor guarantees payment to the Court of all amounts collected, regardless of any chargebacks, assessments, or returns, less fees that Vendor keeps. In the case of suspected fraud, Vendor may, from time to time, reach out to the Court for assistance in pursuing resolution to suspected fraudulent credit card chargebacks. In such instances, the Court agrees to provide reasonable assistance to Vendor in these efforts. Such support may include providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.		

Vendor guarantees payment to the Court of all amounts collected, regardless of any chargebacks, assessments, or returns, less fees that Vendor keeps. In the case of suspected fraud, Vendor may, from time to time, reach out to the Court for assistance in pursuing resolution to suspected fraudulent credit card chargebacks. In such instances, the Court agrees to provide reasonable assistance to Vendor in these efforts. Such support may include providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.		
Vendor will administer the refund process for the Court at no additional fee to the Court.		
Vendor will provide a Court-branded, custom web-based payment dashboard. The electronic payment processing system will provide the Court with access to a reporting portal—the Dashboard.		
The Dashboard will provide real-time reporting features enabling the Court to have visibility into payment transactions as transactions occur, received, instant payment notifications, and the ability to export and report on such information to include transactional-level reconciliation reports with every ACH transfer, ad-hoc query capability to search specific transactions, transaction processing management, and supports .xls or .csv formatted exports.		
Vendor’s solution will support or meet PCI DSS Level 1 requirements; to ensure the highest levels of security and protection of sensitive cardholder data. Vendor will maintain PCI level 1 compliance throughout the duration of this Contract.		
Vendor’s solution will support or meet a 256-bit SSL security to encrypt the data flow between the end user’s browser and Vendor servers.		
Vendor’s solution will support or meet compatible with later versions of Microsoft Edge, Safari, Mozilla Firefox, Google Chrome and each payment site will be optimized for mobile devices with no download is required.		
Vendor’s solution will support or meet online payments need to be available 24x7x365 (except during scheduled and planned activities) using the internet and mobile devices like smart phones and tablets.		
Vendor’s solution will support or meet due to internment internet connectivity loss, Vendor has the ability to attempt to create a rollover File Transfer Protocol (FTP) capability to avoid disruption in the online payment service.		
Vendor will provide live, bilingual (English and Spanish) technical support for Court clients making payments within the payment processing system. (Calls are inbound.)		
Support will be available at least 8:00 am – 5:00 pm PST.		
Provisioning and maintenance of infrastructure to support services to the Court are provided at no charge to the Court.		

Calls will be answered and identified as providing services on behalf of the Court and Business rules for call handling shall be developed and provided to Court upon request.		
Vendor will use scripted language in handling of calls.		
Telephony services will support call center and IVR system(s)		
Vendor will take credit card payments on behalf of the Court through the call center.		
Technical support for the court encompasses administration level support; one-way integration process; and payment transaction dashboard.		
Vendor will provide training including initial training of payment transaction dashboard to Court personnel, provide PowerPoint based PDF for users to walk through the payment process, provide video recording for users to walk through the payment process, training provided live or on-line via webinar, and training links provided for PDF and video recording of walkthrough.		
Separate training will be provided for the fiscal team to ensure their understanding of the Vendor reporting portal, reconciliation process and flow of funds.		
Vendor shall provide Credit Card readers that are PCI compliant and EMV enabled and at no cost to the Court and will become the exclusive property of the Court upon delivery.		
Development and implementation of a Court-branded web-based payment processing system shall be completed and operational no later than 30-90 days from the date Vendor's acceptance of the export file.		

**END OF ATTACHMENT 4**

## ATTACHMENT 5

### DARFUR Contracting Act Certification

#### 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**  
**Payee Data Record**

(SEE NEXT PAGE)

**END OF RFQ**

# PAYEE DATA RECORD

Required in lieu of IRS W-9 form when receiving payments from  
the Judicial Council of California (JCC) on behalf of the Superior Courts of California  
Revised 09/15/2025

## 1 Instructions

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

## SECTIONS 2 THRU 5 – VENDOR COMPLETE

## 2 Legal Name

PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN

BUSINESS NAME - IF DIFFERENT FROM ABOVE

E-MAIL ADDRESS

REMITTANCE MAILING ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER

## 3 Payee Entity Type Complete One Box Only

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> PARTNERSHIP                | <input type="checkbox"/> CORPORATION           | <input type="checkbox"/> EXEMPT (NON-PROFIT)                |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY  | <input type="checkbox"/> CORPORATION – LEGAL   | <input type="checkbox"/> GOVERNMENT (FEDERAL, STATE, LOCAL) |
| <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR | <input type="checkbox"/> CORPORATION – MEDICAL | <input type="checkbox"/> ESTATE OR TRUST                    |

ENTER SOCIAL SECURITY NUMBER (SSN)

*Note: If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. For trial court employee vendor number, the SSN is not required*

NOTE:  
A taxpayer  
identification number  
is required

## 4 Resident Status check the appropriate box

- California Resident - Qualified to do business in California or maintains place of business
- California Nonresident (see page 2) – Payment(s) to non-resident for services may be subject to State Income Tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of State Withholding attached

## 5 Certification

NOTE:  
See instructions on  
page 2

Under penalties of perjury, I certify that:

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

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

## Vendor Contact Information and Signature

VENDOR REPRESENTATIVE'S NAME (Type or Print)

TITLE

E-MAIL

AUTHORIZED VENDOR SIGNATURE

DATE

TELEPHONE

## SECTION 6 – COURT COMPLETE

Please choose from the JCC Vendor Category below

## 6 Vendor Category

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ARBITRATOR            | <input type="checkbox"/> COURT REPORTER         | RETIREE – (SELECT TYPE BELOW)                       |
| <input type="checkbox"/> BENEFIT PROVIDER      | <input type="checkbox"/> DECEASED FINAL PAYMENT | <input type="checkbox"/> MEDICAL PREMIUM REIMB      |
| <input checked="" type="checkbox"/> CONTRACTOR | <input type="checkbox"/> EMPLOYEE               | <input type="checkbox"/> IN LIEU OF MEDICAL PREMIUM |
| <input type="checkbox"/> COURT APPT. COUNSEL   | <input type="checkbox"/> GARNISHMENT TRUSTEE    | <input type="checkbox"/> PENSION REPLACEMENT        |
| <input type="checkbox"/> COURT INTERPRETER     | <input type="checkbox"/> GRAND JURY             |   |
| <input type="checkbox"/> MEDIATOR              | <input type="checkbox"/> SETTLEMENT/ AWARDS     |   |
| <input type="checkbox"/> RENT                  | <input type="checkbox"/> VOLUNTEER              |   |

## Court Contact

COURT CONTACT NAME

PHONE NUMBER

EMAIL