



Request for Proposals (“RFP”)

RFP # 38-19-003

Superior Court of California,
County of San Francisco

RELATED TO PARTICIPATION IN THE
2019-2020 STARTUP IN RESIDENCE (STIR) PROGRAM

Challenge #1: Electronic Jury Questionnaires

Challenge #2: Improved Communication with Jurors

Challenge #3: Automated Cash Handling

Challenge #4: Automated Income Verification Tool

Challenge #5: California Rules of Court 10.500 Requests for Judicial Administrative
Records

Proposals due no later than:
5:00 p.m. PST on Wednesday, November 13, 2019

Summary Schedule

RFP Released	10/16/2019
Deadline for Questions	10/30/2019
Questions and Answers Posted	11/06/2019
Proposal Due Date	11/20/2019
Applicant Interviews	12/02/2019
Selection Date	12/30/2019
16-week STIR Residency Start Date	1/13/2020

Agency Contact

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Agency Address

Superior Court of California,

County of San Francisco

ATTN: Joshua Ebiner

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RFP FORMAT

This RFP is composed of multiple parts, which will provide the information the Applicant needs regarding the Challenge and the process to submit a Proposal. If the Applicant needs assistance with the RFP, please contact the person listed on page 1.¹ The parts of this RFP are:

- Part 1 Introduction to the Governmental Entity
- Part 2 Challenge Statements
- Part 3 Proposal and Selection Process
- Part 4 Scope of Work and Program Details
- Part 5 Information Regarding Potential Agreement

ABOUT STIR

The Governmental Entity (aka: Judicial Branch Entity, “JBE”) named on the cover page is seeking a technology startup who will participate as its partner in the Startup in Residence (STIR) Program. The STIR Program was developed by City Innovate in San Francisco, California, USA. The STIR Program connects government partners with innovative technology startups for a 16-week voluntary project period to develop technology-based solutions that address challenges experienced by governments and their constituents. The STIR Program offers participating startups the opportunity to enter into a contract with the government partners following the residency. All contracting decisions are ultimately up to the discretion of the government partners.

Before submitting a Proposal, we encourage Applicants to review information regarding the STIR program at www.startupinresidence.org.

¹ TBD: How to make this RFP process more accessible to different populations.

DEFINITIONS USED IN THIS RFP

In this RFP, we use defined terms for consistency. Below is a list of the defined terms:

Applicant	The individual or company submitting a Proposal in response to this RFP.
Agreement	The agreement or contract for services and/or products that the Selected Applicant and the Governmental Entity <i>may</i> enter into at the conclusion of the Project Period.
Challenge	The primary problem or issue of the Governmental Entity, for which it is seeking a Technology-Based Solution.
Governmental Entity	The governmental entity, agency, transportation authority or similar governmental body listed on the cover page to this RFP.
Project Period	The 16-week period of the STIR Program, which starts on the start date set out on the cover page to this RFP.
Proposal	The Proposal is the materials submitted by the Applicant in response to this RFP.
RFP	The “Request for Proposal” described in this document.
Selected Applicant	The Selected Applicant means the Applicant selected to participate in the STIR Program as a result of the Proposal submitted pursuant to this RFP.
STIR Program	The STIR Program for the dates set forth on the cover page to this RFP.
Technology-Based Solution	A solution that is either software, a mobile application, hosted software or application, information technology hardware and/or any combination thereof.

PART 1 – INTRODUCTION TO THE GOVERNMENTAL ENTITY

The Superior Court of California, County of San Francisco (Court), is partnering with STIR to identify innovative technology startups to create technology-based solutions to meet the Court’s organizational needs. The Court’s mission is to “assure equal access, fair treatment, and the just and efficient resolution of disputes for all people asserting their rights under the law.”

PART 2 – CHALLENGE STATEMENTS

The Court will be placing a premium on proposals that demonstrate cost-savings potential, ability to reduce administrative burdens, and/or promote operational efficiencies. Proposals should include high-level descriptions of performance measures that Court would use to monitor and track efficiencies from your solution.

Challenge #1: Project Summary

The Court’s Jury Office is seeking an efficient and user-friendly technology solution to replace the current paper jury questionnaires.

Challenge Details

Background

The Jury Office uses paper questionnaires for jurors who are completing the voir dire process, typically in lengthy legal cases. These cases include legal issues that may lead to challenges for cause. Cause challenges most commonly stem from jurors who have: opinions held too strongly to be objective; personal experience with the core issue(s) of the case; and/or expertise or life experience that is not a good fit for the case. Rather than verbally eliciting this information in the courtroom, the paper questionnaire streamlines the process.

Jurors complete and submit the paper questionnaires, which are subsequently put in random order (based on a list provided by the Jury Office) and copied. The Judge and counsel review these questionnaires and confer to determine whether certain potential jurors should be released via cause challenge based on their responses. These jurors are then told not to report for voir dire. The percentage of jurors excused at this point varies widely, from a low of 5% to a high of 25%. The questionnaires of the remaining jurors are theoretically used to streamline voir dire by allowing attorneys to focus on follow-up questions rather than asking duplicative questions.

The problem with the current system is two-fold. First, the questionnaires are long, frequently in excess of 40 pages. The length makes the process cumbersome and time-consuming, with some jurors taking more than an hour to complete the questionnaires. Second, they are paper, which creates significant expenses related to copying the completed questionnaires for parties involved (at least three copies total: one for each party and one for the Court). Plowing through all the responses is a labor-intensive and cumbersome process. Further, counsel may only really be concerned with responses to a few questions, therefore rendering the rest of the information inconsequential. Most of the questions are open-ended, which may not be the most efficient way to elicit the information required.

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Goals and Objectives

The Court's goal for Challenge #1 is to replace the paper questionnaires with a technology solution that would allow jurors to enter their responses through tablets/via kiosk and connect that information to a database accessible to judicial officers and counsel. The database must include the ability to run analytics against the juror responses and must employ state-of-the-art security protocols to protect juror privacy and confidentiality requirements.

Technological Standards

The Court seeks a process that will:

- Eliminate paper questionnaires
- Provide a searchable database that includes analytics for analysis of juror responses
- Reduce the time and frustration associated with dealing with paper questionnaires.
- Employ security protocols to ensure all data is confidential; available only to those with Court-granted access for a specific period of time; and archivable as part of the case record.

An interface with the jury management system to extract and populate the juror demographic information is preferred.

Challenge #2: Project Summary

The Court's Jury Office is seeking an efficient and user-friendly technology solution to improve and enhance its communications with jurors.

Challenge Details

Background

The summons for jury service is a paper document. It includes a response form that allows jurors to postpone service, report disqualification, or request excuse. Jurors may interact with the summons either by paper or by an extremely basic, somewhat outdated technological means. The IVR system includes the ability to postpone service once. The Web Portal includes the ability to postpone service once, report disqualification, or request excuse. These systems are functional but are limited and not user-friendly.

The Court's communication concerning the summons outcome is either by paper or indirectly (i.e., the juror receiving a subsequent notice because a request was denied, and the Court did not communicate that denial). While a juror is instructed on the summons to follow-up on a request, most do not. They often will not get a response from the Court regarding the request because either: (1) their request was approved or (2) their group was not called in for service. Some will receive a notice of failure to appear because their request was denied, and their group was called in for service. Those jurors who receive the notice of failure to appear feel as if their request was never received or processed, thereby diminishing the professional reputation of the Jury Office. The jurors call in frustration and we expend staff resources to deal with issues that should have been resolved by responding to the juror's original request.

We are limited in our ability to communicate with jurors using e-mail and texts. This limitation is directly related to the jury management system database: we can only access certain fields through an access module that is designed only for update transactions of name, address, or service date. While the IVR system can generate texts, it cannot access the required data. The jury management system vendor does provide a Web interface, which we use, but it is minimally customizable and is not user-friendly. We have been using the Web Portal for 5 years and there has been no increase in the number of jurors using it.

Goals and Objectives

The Court seeks a robust solution that will utilize information from the jury management system to respond to juror requests to postpone service, report disqualification, and request excuse via e-mail and text.

Technological Standards

The Court seeks a solution that will allow us to extract the data fields that we need from the jury management system database into a database that we control and can manipulate. This extract will give us the ability to:

- Respond via e-mail and/or text when a juror submits a request for excuse or disqualification;
- Reach out via e-mail and/or text when a juror has failed to appear for service, replacing a First-Class Mail process;
- Improve the clarity of our reporting instructions by eliminating the group number structure and

- only dealing with the juror's unique badge number;
- Eliminate the redundant process of manually posting reporting instructions on the Web site and in the IVR system each day;
- Enhance the Web interface to the point where it would replace the phone system and set the stage for transitioning to a postcard summons; and
- Provide a more accurate means of predicting juror turnout on a daily basis.

Challenge #3: Project Summary

The Court's Fiscal Division is seeking a digital solution to automate and streamline existing cash handling processes and counting tasks. This solution should help improve accuracy by reducing human error associated with manual counting and improve productivity by automating court deposit reports.

Challenge Details

Background

Every division in the court handles cash and deposits for filing fees, copy and record fees and court ordered collections (e.g., fines and penalty fees) in the case of traffic and criminal units. There are currently 116 staff that touch cash across the Court including managers, supervisors and deputy clerks who work at the front counters when taking payments from the public. At the end of the day, clerks must balance their cash drawers against their fiscal payment reports which is verified again by a supervisor. The deposit is forwarded to fiscal staff who re-count the deposits for each cashier and prepare the daily bank deposit slip. Streamlining this process will generate immediate time savings while improving the accuracy of collection efforts by automating cash handling tasks.

Goals and Objectives

The goal is to reduce the manual tasks staff carry out associated with cash handling by automating the cash collection and reporting process. This would reduce the time for staff to count the money since there that tally is automate so the primary role for the cashier and supervisor is to look for any discrepancies. Further, tallying all the deposits form the 116 staff will be automated therefore streamlining the bank deposit process. This challenge statement also aims to lay the foundation for a one-stop self-check kiosk set up similar to the grocery stores whereby payments can be taken without a staff person. Automated cash handling will also improve fiscal controls since staff will not be touching the cash except to deal with an exception.

Technological Standards

The fiscal division is seeking a digital solution at the windows that will include:

- Payment slot that takes cash and provide change to the customer
- Takes check, endorse and automatically scan amount and image into the case management system
- Produces a collection report that breaks out by cash denomination and provides totals and subtotals for cash, change and checks
- Produces report that tabulates total court wide deposit for the division or location that can be used for the daily deposit
- Detect counterfeit money

- Issue receipt that provides info on transaction including case number

Challenge #4: Project Summary

The Court is seeking a quick, efficient, and accurate solution to assess court user's income to determine if they qualify for a public defender, fee waiver, reduction of fines and fees, or other income-based decisions for our Judicial officers and other court staff.

Challenge Details

Background

Everyday our court and courts across the nation are presented documents or information regarding a court users' ability to pay for certain court services or the ability to pay court ordered debt (COD). Courts frequently relies on incomplete, inaccurate and unverified information and makes decisions to forgo the imposition of certain fees or the collection of other COD based upon the unverified declaration of a court user.

Regarding fee waivers or the appointment of counsel in a criminal matter, the court must balance providing court users access to the justice system and adequate representation with the imposition of certain fees required to process a case or subsidize certain services provided. In other matters, certain fines and fees are ordered as a result of the outcome in a criminal matter and a determination of a defendant's ability to pay is an issue. When disputed, currently, the method of determining the veracity of these claims is to set hearing where testimony and evidence can be presented regarding the ability of a court user to pay these fees or fines. This is costly in terms of court resource time to hold the hearings and is not expedient. For the most part, the court will forgo the collection of the fees or fines in favor of expediency and efficiency.

But there is also an expectation of the public that the court is creating accountability by testing the veracity of declarations made to the court in support of a claim for relief of these fees and other COD. The court recognizes that there are many instances of legitimate and genuine need for the waiver of fees or the reduction or elimination of COD but courts and other agencies that benefit from the collection of user fees, and other COD, etc. lose millions of potential dollars each year when the court decision makers rely on unverified information to make these decisions.

In other industries, particularly health care, tools already exist to verify a person's propensity or ability to pay. These industries use current data and analytics that are produced by credit reporting agencies like [TransUnion](#) and [Experian](#) to quickly verify a person's propensity or ability to pay potential debt.

Goals and Objectives

The Court is looking for a solution that places an automatic call to verify a court user's income as staff evaluate whether to reduce or waive certain fees or other court ordered debt.

Technological Standards

The Court's requirements and outcomes include:

- User-friendly and quick verification process (e.g. only require a social security number)
- Solution that may be performed in a courtroom or an office by a judicial officer or court staff
- Cost-effective, cost-worthy solution that results in cost savings as a result of less court time expended on determination
- Be configurable whereby the court provides specific models or income levels and the result is based on the courts guidelines, for instance a certain percentage of Federal Poverty Guidelines
- Be configurable to consider needs-based programs accessed or likely accessed by a court user
- Produce data for the tracking of results outcomes
- Ability to perform fidelity reviews of output from provider

Challenge #5: Project Summary

The Court is seeking the development of an online form and robust request tracking solution that will streamline the Court’s process of responding to California Rules of Court 10.500 requests.

Challenge Details

Background

On January 1, 2010, California Rules of Court 10.500 (CRC 10.500) went into effect. CRC 10.500 was established to provide detailed public access provisions relevant to judicial administrative records maintained by state trial and appellate courts, and the Judicial Council. CRC 10.500 applies to non-adjudicative records and does not apply to court records or documents in any case filed in the San Francisco Superior Court. Common examples of judicial administrative records are budget documents, contracts, case filing statistics, and written policies and procedures. The creation of CRC 10.500 was based on the state Public Records Act, which applies to the state executive branch, and includes concepts of the Freedom of Information Act, which applies to federal executive branch agencies. CRC 10.500 was adopted to “grant broad access to judicial administrative records, and at the same time recognize the unique role of the judicial branch of government,” Chief Justice Ronald M. George stated in a December 15, 2009 News Release issued by the Judicial Council of California.

The San Francisco Superior Court receives a high volume of CRC 10.500 requests each year, and we are experiencing a marked increase over the past two years. In the current process, CRC 10.500 requests are sent to the Court by regular mail or by e-mail. The format of each request varies drastically, which requires considerable time and resources to be able to abstract the information sought from each request.

Pursuant to CRC 10.500, there are strict time limits on when the Court is to send a response to the requestor and tracking these time limits and responses is currently being done manually through an Excel spreadsheet and Outlook email reminders. It is also a common occurrence for the Court to send multiple responses to each requestor and tracking these responses can be time consuming. Finally, the Court routinely sends a generic response that the request was received, and that the Court is working to determine what records may be available, or to extend the time limit for response. To be able to automate the tracking and responding of these requests would ensure that the Court is meeting its requirements under CRC 10.500 and will help reduce the time and resources currently needed to respond to these requests.

Goals and Objectives

The goal of this project is to enhance transparency and access to judicial administrative records through the availability of an online form that will allow the public to more easily request access to records. Additionally, through the development of a request tracking solution, the Court will be better equipped to track and respond to the high number of requests received each year. The online form and request tracking solution will translate into considerable savings in time and resources for the Court. Furthermore, this project aligns with increasing public trust and confidence in the court system.

Technological Standards

The Superior Court of California, County of San Francisco seeks a solution that will allow the public to easily complete a request, and for the Court to be able to track and respond to these requests more efficiently. This online form and tracking solution will give us the ability to:

- Create uniformity of all CRC 10.500 requests with an online form to be used by the public;
- Easily track requests throughout the response process;
- Automate functions of the tracking process of CRC 10.500 requests;
- Streamline 10.500 request processing time;
- Upload response templates in the tracking system that can be modified prior to sending; and
- Contact requestors via e-mail only, replacing a hard copy notification process.

PART 3 – PROPOSAL AND SELECTION PROCESS

Submission of Proposals

Applicants should read this RFP carefully before submitting a Proposal. In addition to the Challenge Statement, the Governmental Entity may also have specific requirements it is looking for with respect to Applicants. Those additional requirements are described on Attachment 1 to this RFP.

Applicants' Proposals must be submitted via the STIR Program website (www.startupinresidence.org) by the time and date set forth on the cover page to this RFP. Proposals submitted by mail, email, or in-person will not be accepted.

Before submitting a Proposal, we encourage Applicants to review the STIR Program website for submission information. We encourage Applicants to submit their Proposals prior to the deadline.

Non-Discrimination

Minority, Woman-Owned and Disabled Veteran Business Enterprises are encouraged to submit Proposals in response to this RFP. No Applicant will be discriminated against on the grounds of race, color, ancestry, national origin, religion, creed, age, disability, sex, gender, sexual orientation or any other legally protected status.

Withdrawing or Modifying a Proposal

Proposals may be withdrawn or modified before the deadline for submission, by delivering a written and signed request to the STIR Program and the contract for the Governmental Entity listed on the cover page to this RFP. A request for modification of a submitted Proposal after the due date will not be considered, even if the Applicant asserts that it was not fully informed regarding any information

pertinent to the RFP, the Challenge, or the Proposal. The Governmental Entity will not be responsible for or bound by any oral instructions, interpretations or information provided by the Governmental Entity's employees other than the RFP contact.

Full Discretion of the Governmental Entity

The Governmental Entity reserves the right to reject any or all Proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any Proposal, negotiate with any of the Applicants, accept other than the lowest fee offer, or enter into a subsequent agreement with another Applicant if the original Selected Applicant fails to execute an agreement with the Governmental Entity. The Governmental Entity reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

Expenses of Applicants

Applicants are solely responsible for any expenses incurred in preparing a Proposal in response to this RFP. There is no expressed or implied obligation by the Governmental Entity to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, for providing additional information when requested by the Governmental Entity or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations.

Public Disclosure of the Proposals

Proposals submitted in response to this RFP become property of the Governmental Entity. All Proposals received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed upon receipt of a request for public disclosure pursuant to the applicable public records act; provided, however, that if any information or elements of the Proposal are set apart and clearly marked as "Trade Secret" or "Proprietary" when provided to the Governmental Entity, the Governmental Entity will give notice to the Applicant of any request for disclosure of such information to allow the Applicant to seek judicial protection from disclosure.

Failure by the Applicant to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Applicant of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the Governmental Entity pursuant to procedures under the applicable public records acts. Under no circumstances will the Governmental Entity have any obligations to seek judicial protection from disclosure for any Proposals or other materials submitted in response to this RFP.

Piggybacking contracting

The San Francisco Superior Court (Court) has or will enter into an agreement with City Innovate to make the products and/or services available to other government agencies ("Participating Entities") nationally through City Innovate's cooperative purchasing program. Participating Entities will be required to enter into the STIR Network Member Cooperative Purchasing Agreement. To conserve resources and reduce procurement costs, and improve the efficiency, effectiveness and economy of the procurement of the products and/or services purchased by the Court, one or more vendors has or will agree that any Participating Entity may purchase the same products and/or services purchased by the Court on the same terms, conditions and pricing that are made available to the Court, subject to any applicable local purchasing ordinances and the laws of the State of such purchase. Notwithstanding the foregoing sentence, any participating vendor, at its discretion, may reject orders placed by a Participating Entity if the vendor determines that it may be unable to satisfy such order.

Any orders placed to, or services required from, a participating vendor will be requested by each Participating Entity. Payment for purchases made under this Agreement will be the sole responsibility of each Participating Entity, and provision of products and/or services will be the sole responsibility of the vendor and not the Court. Participating vendors may negotiate additional expenses incurred as a result of a Participating Entity’s usage of the products and/or services (i.e., freight charges, travel related expenses, etc.). Additionally, the Participating Entity may negotiate pricing adjustments (upwards or downwards) based upon the Participating Entity’s usage and volume. The Court shall not be responsible for any claims or losses or disputes arising out of transactions made by any Participating Entity.”

Cooperative purchasing

This procurement selection processes for RFP purposes and the Agreements between this Governmental Entity and any Selected Applicants may be shared and used by other government entities through cooperative purchasing. Cooperative purchasing is defined as procurement of product(s) and service(s) where the cooperative that consists of two or more government entities identify and combine common requirements suitable for purchasing product(s) and service(s) and enters into the procurement contract on behalf of the governmental entities in the cooperative.

Evaluation Process

See Section 8 of Attachment 1.

PART 4 – SCOPE OF WORK AND PROGRAM DETAILS

Scope of Work

The STIR Program is a 16 week, mostly remote collaboration period between the Selected Applicant and the Governmental Entity. Each Challenge has a dedicated project manager from within the applicable Governmental Entity department.

The first phase of the Selected Applicant’s participation in the STIR Program will consist of developing a “Scope of Work” with the Governmental Entity. The Scope of Work describes the activities and deliverables to be accomplished during the Program Period. The Selected Applicant and the Governmental Entity will work together, with STIR Program staff, to draft the Scope of Work, but the Governmental Entity will specify the nature and means of the collaboration, such as the number of in-person meetings with the Selected Applicant.

Program Details

- The Selected Applicant should have reviewed the Program information on the STIR Program website prior to submitting a Proposal.*

- The Selected Applicant will participate in the STIR Program on a volunteer, unpaid basis, and agrees to partner with the Governmental Entity, free of charge, to develop a Technology-Based Solution to the Challenge.*

The STIR Project Period will begin on the Start Date set forth on the cover page to this RFP. During the Project Period, the Selected Applicant will conduct research to understand the Challenge, design a

solution, build or customize the solution, and test the solution in collaboration with the Governmental Entity.

Legal Requirements

During the Project Period, the following provisions will be applicable to the Selected Applicant:

Confidentiality

All data and information generated, collected, developed, discovered, or otherwise saved by the Selected Applicant for the Governmental Entity during the Project Period are confidential and must not be disclosed to any person except as authorized by the Governmental Entity, or as required by law.

All materials provided to the Governmental Entity by the Selected Applicant are subject to applicable public disclosure laws. The Governmental Entity shall not in any way be liable or responsible for the disclosure of any materials of Selected Applicant if disclosure is made pursuant to a valid request under applicable public disclosure laws.

Selected Applicant will be required to obtain written confidential information agreements with all of its employees and contractors working on the Challenge.

Expenses During Project Period

The Governmental Entity will not be liable for any costs or expenses incurred by any Applicant, including the Selected Applicant, in the preparation of its Proposal, and the Applicant will not include any such costs or expenses as part of its Proposal. In addition, the Governmental Entity will not be liable for any expenses or costs of the Selected Applicant (or any Applicant) for its participation in the STIR Program, its negotiations with the Governmental Entity, or any goods, services, shipping, fees, business expenses, insurance, etc., relating to this RFP, the Proposal, the STIR Program, the Challenge or any solution to the Challenge.

Indemnification

During the Project Period, the Selected Applicant will be required to defend, indemnify and hold harmless the Governmental Entity and its representatives, employees, and agents against any claim, loss or liability arising out of or resulting in any way from work performed by the Selected Applicant and its representatives, employees, and agents. This obligation of the Selected Applicant will continue after the end of the Project Period.

Collusion

The Selected Applicant will represent that its Proposal as submitted to the Governmental Entity was made without collusion with any other Applicant and is in all respects fair and without fraud.

PART 5 – INFORMATION REGARDING POTENTIAL AGREEMENT

At the conclusion of the Project Period, the Governmental Entity may, in its discretion, decide to negotiate an Agreement with the Selected Applicant for the paid services or products of the Selected Applicant as developed during the Program Period. The Governmental Entity is under no obligation to negotiate an Agreement, or to agree to any particular terms with the Selected Applicant.

If there is an impasse in negotiations with the Selected Applicant or the Governmental Entity's representatives determine that an Agreement with acceptable terms cannot be reached, the Governmental Entity reserves the right to go to next highest ranked Proposal, then may continue through those firms on the final list until an Agreement is successfully negotiated.

Typical Agreement Terms

Insurance

Selected Applicant will be required to obtain and maintain insurance. Insurance coverages and amounts are set forth on Section J of Attachment 2 to this RFP.

Data Use and Privacy

Selected Applicant will agree to comply with the data and privacy requirements of Governmental Entity. The following is an excerpt from JBE's Standard Terms and Conditions. Refer to Footnote 3 for more information.

Data and Security.

- (a) Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.
- (b) Data Security.
 - (i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program ("Contractor's Information Security Program") in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE's policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement. In addition to the foregoing, Contractor represents and warrants that Contractor complies with, and throughout the term of this Agreement, Contractor and its performance of its obligations under this Agreement shall be in compliance with, the current NIST (National Institute of Standards and Technology) Special Publication 800-53, including without limitation any NIST 800-53 standards, guidelines, or requirements for security controls or data security protocols.
 - (ii) Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data, and has the exclusive right to control its use.
 - (iii) No Work shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor's data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE's request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor's system, records, and backups, and all subsequent use of such information by Contractor shall cease. Confidential, sensitive, or personally identifiable information

shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.

(c) Data Breach

If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A "Data Breach" means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor's notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE's satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

(d) Security Assessments

Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security and the Contractor's Information Security Program. Upon the JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions.

(e) Data Requests

Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

(f) Transition Period

For ninety (90) days prior to the expiration date of this Agreement or Statement of Work, or upon notice of termination of this Agreement or Statement of Work, Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE ("Transition Period"). During the Transition Period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

1.6 Project Staff.

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

- (b) Contractor Key Personnel. The JBE reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the JBE. Contractor shall not replace or reassign any Contractor Key Personnel unless the JBE consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the JBE promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the JBE, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).
- (c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the JBE in writing in advance. The JBE may withdraw its approval of a subcontractor if the JBE determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the JBE rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The JBE's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the JBE for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the JBE; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the JBE an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.
- (d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the JBE with regard to assignment of its employees. The JBE may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or JBE Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the JBE's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or JBE Contractors. The Contractor Project Manager and the JBE Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- (e) Conduct of Project Staff.
- (i) While at the JBE Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Branch Entities regarding safety and health, security, personal and professional conduct generally applicable to such JBE Work Locations, and (2) otherwise conduct themselves in a businesslike manner.
- (ii) Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.
- (iii) Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on

Contractor's employees or contractors 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 remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE or the Judicial Branch Entities.

- 1.7 Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.
- 1.8 Progress Reports. As directed by the JBE, Contractor must deliver progress reports or meet with JBE personnel on a regular basis to allow: (i) the JBE to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

Compliance with laws and permits

Selected Applicant will comply with all laws, codes, rules and regulations of the State, Municipality, and County of the Governmental Entity applicable to the work to be performed.

Independent Contractor (Selected Applicant's status)

Selected Applicant, in the performance of the Agreement, will be an independent contractor. As an independent contractor, Selected Applicant will maintain control over all its employees, contractors, and operations. Neither the Selected Applicant nor any person retained by the Selected Applicant may represent, act, or purport to act as the agent, representative or employee of Governmental Entity. Neither Selected Applicant nor Governmental Entity is granted any right or authority to assume or create any obligation on behalf of the other.

Assignment and Subcontracting

Selected Applicant may not subcontract, transfer, or assign any portion of the Agreement without prior, written approval from the Governmental Entity. Each subcontractor must be approved in writing by the Governmental Entity. The substitution of one subcontractor for another may be made only at the discretion of the Governmental Entity and with prior written approval from the Governmental Entity. In any Agreement, Selected Applicant, notwithstanding the use of approved subcontractor, shall be the prime contractor and shall be responsible for all work performed. As part of its Proposal, the Selected Applicant should have described its anticipated use of subcontractors and their responsibilities.

San Francisco Superior Court's Additional Provisions

Applicants must also comply with the following attachments included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Services – Short Form Agreement Terms	If selected for the 16-week voluntary project period, Proposer must sign this JBE Short Form Agreement.
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS
(IT GOODS AND SERVICES)**

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

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

2. QUESTIONS REGARDING THE RFP

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

3. ERRORS IN THE RFP

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

4. ADDENDA

- A. The JBE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Proposer’s responsibility to inform itself of any addendum.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the JBE via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

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

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the JBE may reject the proposal; however, the JBE may, at its sole option, correct arithmetic or transposition errors or both. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and how they were corrected, and given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the JBE may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the JBE may reject all proposals and cancel the RFP if the JBE determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the JBE.
- B. The JBE may or may not waive an immaterial deviation or defect in a proposal. The JBE’s waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the JBE reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the JBE’s best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The JBE reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the JBE or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any JBE personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any JBE personnel or consultants may be cause for rejection of the Proposer’s proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the JBE’s opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the JBE may require a Proposer's representative to answer questions with regard to the Proposer’s proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. The JBE’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services (“Small Business Procedures”) address the resolution of certain ties involving the small business preference. In the event of a tie not addressed in the Small Business Procedures, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two JBE employees. The JBE will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.
- E. At the time proposals are opened, each proposal will be checked for the presence or absence of required proposal contents. The JBE will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal. If a contract is awarded, the JBE will post an intent to award notice at www.sfsuperiorcourt.org.

RFP CRITERION	MAXIMUM POINTS
Technical Proposal	20
Qualifications, Experience, and Expertise	10
Cost	70
Total	100

- F. The Court may conduct with Applicants to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the JBE’s offices. The JBE will not reimburse Proposers for any

costs incurred in traveling to or from the interview location. The JBE will notify eligible Applicants regarding interview arrangements. If interviews are conducted, the Court will use following table to guide its evaluation of Applicants. This score will be added to the RFP criterion. If a contract is awarded, the Court will post an intent to award notice at www.sfsuperiorcourt.org to the Applicant with the highest aggregated score.

INTERVIEW CRITERION	MAXIMUM POINTS
Communication Skills	10
Critical Problem-Solving Skills	15
Feasibility	5
Total	30

9. DISPOSITION OF MATERIALS

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

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE JBE DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the JBE and the selected Proposer. The JBE may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the JBE and the selected Proposer.
- C. Upon a Proposer’s timely request, the JBE may consider a Proposer’s “best financing alternative” (including lease or purchase alternatives). If the RFP is posted more than 30 days before the proposal due date and time listed in the timeline of the RFP, the Proposer’s request must be received by the JBE at least 30 days before the proposal due date and time. If the solicitation is posted less than 30 days before the proposal due date and time, the Proposer’s request must be received by the JBE by the day that is halfway between the posting date and the proposal due date. The JBE may determine that a specific financing alternative should not be considered.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the JBE.
- B. A Proposer submitting a proposal must be prepared to use a standard JBE contract form rather than its own contract form.
- C. The JBE will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the JBE no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are

not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

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

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Communications Division. You may direct inquiries to the Solicitations Mailbox (solicitationsmailbox@sftc.org) for more information.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the JBE, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the JBE pursuant to the proposal. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the JBE shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The JBE complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Brandon Riley at briley@sftc.org.

16. FEASIBILITY STUDIES AND ACQUISITION RECOMMENDATIONS

Proposals in response to procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (e.g., service contracts, original equipment manufacturer (OEM) agreements, remarketing agreements) that may foreseeably allow the Proposer to benefit materially from the JBE's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

ATTACHMENT 2

SERVICES – SHORT FORM AGREEMENT TERMS²

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

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

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the JBE all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the JBE a nonexclusive, transferable, sub-licensable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The JBE retains all intellectual property rights in any materials it provides to Contractor (the "JBE Materials"). Contractor will hold the JBE Materials in trust and confidence. Contractor will use the JBE Materials solely for performing the Services and creating Work Product created under this Agreement.

D. INVOICES, PAYMENT AND SETOFF. After the JBE has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the JBE rejects any Services or Work Product after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the JBE, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request. Unless Contractor is a governmental entity, the JBE will take no action on invoices submitted before Contractor has completed the JBE's standard payee data record form, which Contractor may obtain from the JBE. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

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

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

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

H. INDEMNITY. Contractor will indemnify and hold harmless the jbe, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of (i) a defect, whether latent or patent, in the work product, (ii) an act or omission of contractor, its agents, employees, independent contractors, or subcontractors in the performance of this agreement, and (iii) a breach of a representation, warranty, or other provision of this agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this agreement, acceptance of services, and delivery and acceptance of work product. This indemnity does not cover claims, losses or expenses to the extent they arise out of the gross negligence of the jbe.

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

J. INSURANCE. Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

K. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the JBE. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through

² Please note that if Proposer is selected to continue services beyond the 16-week voluntary project period, Proposer will be required to sign another contract form with additional JBE Standard Terms and Conditions. A sample template of this agreement ("IT Agreement") can be found on the Judicial Council's [website](#) under the "Sample Solicitation Documents" tab.

final payment by the JBE. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

L. ANTITRUST. Contractor shall assign to the 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 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.

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the JBE. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the JBE, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the JBE's prior written approval, which may be denied for any or no reason.

**ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS**

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

1. Proposer accepts Attachment 2: JBE Standard Terms and Conditions (“Attachment 2”) without exception.

OR

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

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

**ATTACHMENT 4
GENERAL CERTIFICATIONS FORM**

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

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

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

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

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

Check box to indicate acceptance of the clauses above.

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

**ATTACHMENT 5
SMALL BUSINESS DECLARATION**

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

SECTION I. COMPLETE IF THE PROPOSER IS A SMALL BUSINESS

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

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

If yes:

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

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

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

4. The Proposer must submit a copy of its Small Business certification approval letter along with this declaration.

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

If Proposer is not an NVSA, skip this section.

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

SECTION III. CERTIFICATION

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

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

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, and (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness.

If the Proposer will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or the Proposer does not claim the small business preference, the Proposer should not complete the Small Business Declaration.

The JBE will determine whether the Proposer is eligible to receive the small business preference based on information provided in the Small Business Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If the Proposer submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if the Proposer is not itself a Small Business.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If the Proposer will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If the Proposer will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by the Proposer to all subcontractors divided by the Proposer’s total proposal price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by the Proposer to subcontractors is \$35,000 and the Proposer’s total proposal price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Proposer itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Proposer’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.
4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter from DGS. The Proposer must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if the Proposer is not an NVSA.

1. Provide the Proposer’s DGS Supplier ID number. This number is in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in the Proposer’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. The Proposer must submit a copy of its certification approval letter.

Instructions for Section III

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

**ATTACHMENT 6
DARFUR CONTRACTING ACT CERTIFICATION**

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

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

<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 JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE 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 _____ in the State of _____</i>