

REQUEST FOR PROPOSALS



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN FRANCISCO**

**REGARDING: RFP 38-21-002 ELECTRONIC FILING MANAGER
(EFM)**

ALL INITIAL PROPOSALS DUE:
December 22, 2021 NO LATER THAN 3:00 P.M. PACIFIC TIME
(ELECTRONIC SUBMISSIONS ONLY)

TO: POTENTIAL PROPOSERS

FROM: Superior Court of California, County of San Francisco

DATE: November 15, 2021

SUBJECT/PURPOSE OF MEMO: Request for Proposals (RFP)
The Superior Court of California, County of San Francisco (the "Court") seeks to enter into an Agreement with a suitable vendor that can provide an electronic filing manager (EFM) solution that can expand the Court's e-filing system while supporting innovation and minimizing costs. Specifically, each EFM solution hosted application suite should accomplish the following:

- Support e-filing statewide for all litigation types.
- Integrate with the Court's case management systems (CMSs):
 - Justice Systems, Inc. (JSI), deployed; and
 - Thomson Reuters C-Track (in development).

These CMSs are integrated with a document management system (DMS).

- Provide accounting support to allow the Court to reconcile EFSP filing fees.

The proposed solution will be at no cost to the Court (i.e., the selected vendor will not be paid by the Court for development, implementation, deployment, hosting, training, maintenance, support, etc. for the vendor portion of the solution for the duration of any resulting contract or renewal). This RFP includes a request that the vendor responding with a proposal ("Proposer") submit the cost recovery model the Proposer will employ with details on how the Proposer will benefit from the solution described in its proposal.

ACTION REQUIRED: You are invited to review and respond to this RFP as posted on the Court's website at <https://www.sfsuperiorcourt.org/>

Project Title: Electronic Filing Management (EFM) for the Superior Court of California, County of San Francisco.

RFP Number: 38-21-002

SOLICITATIONS EMAIL BOX: All correspondence is only via the Solicitations eMail Box and should always include in the subject line of every email the RFP number and your Company name:
solicitationsmailbox@sftc.org

All times stated in this RFP are Pacific Time.

MANDATORY PROPOSERS' CONFERENCE:

A mandatory prospective proposers' conference will be held via video conference:

11:00 a.m. on Monday, November 29, 2021

(Failure to attend will render proposer as 'non-responsive')

DUE DATE & TIME FOR SUBMITTAL OF QUESTIONS:

The deadline for submittal of questions pertaining to the solicitation document is:

3:00 p.m. on December 3, 2021

Only via the Solicitations eMail Box and include in subject line the RFP number and your company name.

FAQs POSTED:

FAQs (and RFP Addendum, if required) will be posted on the Court's website:

5:00 p.m. on December 8, 2021 *(estimated)*

PROTEST DEADLINE:

Proposer solicitation specifications protest deadline (sent to Solicitations eMail Box):

5:00 p.m. on December 9, 2021

(or the day after FAQs/Addendum posted)

SUBMISSION OF INITIAL PROPOSAL DUE DATE AND TIME:

Round 1 Proposals must be received via email only by:

3:00 p.m. on December 22, 2021

(President or CEO must be included in the email routing)

WHERE TO SUBMIT INITIAL PROPOSALS:

Proposals should be sent only via email to:

**Superior Court of California, County of San Francisco
Subject Line: RFP No. 38-21-002 (Your Company Name)**

solicitationsmailbox@sftc.org

INVITED PROPOSER INTERVIEWS:

Via video conference:

January 12 through January 14, 2022

SUBMISSION OF FINAL PROPOSAL DUE DATE AND TIME:

Round 2 Proposals must be received via email only by:

3:00 p.m. on January 24, 2021

(President or CEO must be included in the email routing)

WHERE TO SUBMIT FINAL PROPOSALS:

Proposals should be sent only via email to:

**Superior Court of California, County of San Francisco
Subject Line: RFP No. 38-21-002 (Your Company Name)**

solicitationsmailbox@sftc.org

INVITED FINALIST DEMONSTRATIONS, IF NECESSARY:

Via video conference:

February 3 and February 4, 2022

NOTICE OF INTENT (NOI) TO AWARD:

Notice of Intent (NOI) to Award posted on Court website:

February 25, 2022

**AWARD PROTEST
DEADLINE:** Award protest deadline (sent to Solicitations eMail Box):
5 days after NOI by 3:00 p.m.

CONTRACT: Initial Term: 5 years
Options to Renew: five 1-year options

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- Attachment 4: Payee Data Record Form
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- Attachment 6: Darfur Contracting Act Certification
- Attachment 7: Unruh Civil Rights Act and California Fair Employment and Housing Act Certification
- Attachment 8: Iran Contracting Act Certification
- Attachment 9: Small Business Declaration
- Attachment 10: Bidder DVBE Declaration
- Attachment 11: Bidder Declaration

Exhibits

- Exhibit 1: EFM Functional Requirements
- Exhibit 2: Non-Functional Requirements
- Exhibit 3: Standards Management Requirements
- Exhibit 4: Implementation and Deployment Requirements
- Exhibit 5: Service Level Requirements
- Exhibit 6: Support and Maintenance Requirements
- Exhibit 7: Proposer Response Template

1. BACKGROUND INFORMATION

1.1 Superior Court of California, County of San Francisco

The Superior Court of California, County of San Francisco is a trial court. The California trial courts provide a forum for resolution of criminal and civil cases under state and local laws. As used within this RFP, the terms “trial court,” “JBE,” and “Court” is used synonymously with the San Francisco Superior Court.

This RFP is being issued by the Superior Court of California, County of San Francisco.

1.2 Establishment of Software Services Agreement

This RFP for competitive procurement is presented to establish a Software License and Services Agreement for technology products, services, and pricing for electronic filing manager (EFM) solution application services. An Agreement will be entered into with the Court.

The Court reserves the right to reject any and all proposals, in whole or in part, and to award or not award any contracts based on submitted proposals. Although the Judicial Council of California (JCC) submitted an RFP in 2017 and entered into multiple Master Agreements, the Court is free to conduct their own solicitations not connected with the JCC RFP or any resulting contract. The Court is not obligated to purchase services under any contract that may result from this RFP or the RFP from the JCC.

1.3 General Description and Process

Description of Services. The purpose of this RFP is to provide the Court with an IT-services solution and pricing through an Agreement. The resulting Agreement will be for an Electronic Filing Management (EFM) solution that is comprised of a combination of products and services to support implementation and ongoing operation of these hosted services. The ancillary services related to the delivery of the EFM solution application services includes professional and administrative services related to implementation and ongoing operations and support of these applications. These products and ancillary services are collectively known as “EFM” services. The purpose of this RFP is to solicit proposals for EFM services.

1.4 Information Technology Work Streams

The San Francisco Court seeks to manage its e-filing program while supporting innovation while minimizing costs. Specifically, each solution provider should accomplish the following:

- Support e-filing management within the county of San Francisco for all case types.
- Integrate with the Court CMSs, JSI and C-Track.
- Provide accounting support to allow the Court to reconcile EFSP filing fees.

2. DESCRIPTION OF GOODS AND/OR SERVICES

2.1 Goals and Contract Term

The Court intends to award an Agreement for an initial 5-year term and five 1-year options to renew to a vendor that can supply the Court with the requested services. This Agreement will encompass the products, services, and pricing of the qualified vendor to:

- Obtain EFM services to manage the process by which all San Francisco-certified EFSPs can submit filings into the Court's CMS applications.

2.2 Scope

The scope of the RFP is to obtain specific EFM solutions required to support the Court and its constituents in automatically filing into the court.

An EFM is a hosted application service that acts as the intermediary between a court and the various EFSP solutions certified for filing into the Court. It provides facilities for the Court to maintain and enforce its e-filing court policies. The EFM application service provides an application for e-filing review by Court staff and provides an automated conduit for the submission of e-filings to the Court's CMS and document management system (DMS). The EFM also provides the Court an automated transaction and audit log of all filing and fee collection events and an accounting dashboard to aid in the reconciliation process completed daily by Court accounting staff.

While an EFSP provides applications to collect and forward e-filings to the Court, the EFM will engage with and accept filings from all San Francisco-certified EFSP solutions. In the process, the EFM applies Court e-filing policy and collects transaction details of the events in the processing of filings into the Court. It manages the correspondence between an EFSP and the Court regarding documents filed, filings accepted and rejected, and fees charged and collected.

In this role, the EFM enables the Court to establish and maintain e-filing policy in automated files that are used to validate e-filing transactions. The EFM also provides an application that the Court may choose to employ to review and accept or reject filings. This "Clerk Review" application will be provided on an optional basis. The Court may operate the EFM with this feature or without it.

The EFM provides an automated interface to the Court's CMS and DMS. This interface transmits the filing in a manner that can be consumed by the CMS and DMS. When filing into these systems has successfully completed, the EFM forwards notification of successful completion to the EFSP solution. In the event of an error, the EFM will relay that information.

Payment processing will be handled by entities fulfilling the role of the EFSP. In the California E-Filing model, the EFM role is largely a transaction pass-through that intermediates between the EFSPs and the Court CMS. The EFM will collect e-filing transaction and financial data from the EFSPs filing into their application service. The EFM will provide an accounting dashboard to aid in the reconciliation process completed daily by Court accounting staff. The accounting dashboard will combine EFSP financial data and Court CMS financial data for the Court.

The Proposer selected to provide the EFM application services will not be precluded from separately providing a fee-based EFSP solution. This fee-based EFSP solution with the Court will be engaged separately from the Agreement with the Court, at the Court's discretion.

This scope is further described in the sections that follow:

2.2.1 Hosted EFM Operations. The EFM provider will operate a hosted application that will serve as the intermediary between EFSP solutions and the Court case management and document management systems. This hosted application will provide the following general functions:

- Employ the Identity and access management (IAM) service provided by the Court to confirm EFSP solution and Court employee identity and authority and provide the appropriate access to e-filing management services.
- Accept filings from all San Francisco-certified EFSP solutions.
- Accept transaction, audit, statistical, and accounting data from EFSP solutions for submission to the Court.
- Provide automated notification of e-filing results to the EFSP submitting a filing.
- Provide an application for the Court to establish and maintain Court e-filing policy.
- Provide an application (which may be employed at the Court's discretion¹) for the Court to review, approve, and reject filings.
- Submit filings to the Court CMS and DMS.
- Submit transaction, audit, statistical, and accounting data to the Court.

¹ This application will be referred to as Clerk Review. Clerk Review will be a set of optional capabilities, labelled as Clerk Review in Exhibit 1. The Court's election to employ the Clerk Review component will be established at the completion of the Agreement.

- Provide service-level performance reports to the Court for each service level specified in this RFP.

2.3 Business and Functional Requirements

The selected and contracted Proposer must provide EFM services that meet or exceed a set of minimum functional requirements in ongoing daily operations. These requirements are contained in Exhibit 1-FR, EFM Functional Requirements.

The Proposer shall refer to Exhibit 1-FR, EFM Functional Requirements for the scope of features and capabilities the hosted services must reliably deliver. The Proposer shall respond to Exhibit 1-FR using Exhibit 7, Proposer Response Template.

2.4 Non-Functional Requirements

The hosted e-filing services provided by the selected and contracted Proposer must also meet a set of non-functional requirements. These requirements are contained in Exhibit 2-NFR, Non-Functional Requirements.

The Proposer shall respond to Exhibit 2-NFR using Exhibit 7, Proposer Response Template.

2.5 Standards Management Service Requirements

The selected and contracted Proposer will collaborate with the Court for review and approval of the design, construction, and implementation of the Court's e-filing standards and operating architecture. This will involve collaboration with the Court, the certification authority, IAM authority, and payment gateways to define an architecture and supporting standards for e-filing management. This will include the following activities:

- Develop:
 - California-specific extensions to the Organization for the Advancement of Structured Information Standards (OASIS) ECF standards;
 - Standards for IAM and financial gateway services standards compliance testing protocols;
 - The architecture that supports this e-filing environment and
 - A protocol for standards and architecture change management.
- Adoption and compliance with NIST 800-53 or similar industry standard risk management framework.
- Implementation of proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications.

Vulnerability and patch management practices shall include, at a minimum, the following:

- Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
 - Maintaining software and operating systems at the latest vendor-supported patch levels;
 - Conducting penetration testing and red team exercises; and
 - Employing qualified third-parties to periodically conduct independent vulnerability scanning and penetration testing.
- Provide input on the development of standards, architecture, and protocols.
 - Review and provide feedback on these standards, architecture, and protocols as they are being drafted and approved.
 - Provide to Court, copies of organization's written information security policies and standards, privacy policy, and independent security audit results (e.g., PCI-DSS, SOC2 Type II, ISO 27001, FEDRAMP, FISMA).
 - Implement an automated process to verify and monitor compliance with defined information security standards, policies, and procedures.
 - Establish security requirements and ensure appropriate mechanisms are provided for the control, administration and tracking of access to Vendor's information systems which process Court data. Access management should include at a minimum:
 - Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
 - Implement the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people;
 - Conduct periodic reviews of access authorizations and controls;
 - Implement multi-factor authentication (MFA) requirement for remote access to Vendor's systems and access to sensitive information systems which process Court data.

The Proposer shall refer to Exhibit 3-SMSR, Standards Management Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 3-SMSR using Exhibit 7, Proposer Response Template.

2.6 Implementation and Ongoing Service Requirements

The selected and contracted Proposer will implement and provide ongoing California and Court standards-conformant EFM solution application services under the Agreement with the Court. This will involve services to construct, test, and implement California standards-conformant interfaces between the EFM application and the following applications:

- The Court's CMS applications (Integrated Justice System), as implemented, and near-future CMS application system (C-Track) in the Court with which the selected and contracted Proposer has established (or will establish) a Participation Agreement.
- All San Francisco-certified EFSP solutions.

This will also involve providing application services, maintenance, and support that meet or exceed certain requirements and service levels.

2.7 Development and Maintenance of Conformant Interfaces

In the context of implementation and deployment, the selected and contracted Proposer providing the EFM will create and maintain California standards-conformant interfaces for exchanging information with EFSP solutions and with CMS applications. This will include the following activities:

- Development of an interface to all San Francisco-certified EFSP solution applications that conform to California standards (developed as set forth in Section 2.5, above).
- Establishment, maintenance, and use of a standards-conformant automated interface with the IAM Authority.
- Testing and certification of the EFSP solution interface using a California-specified Certification Authority.
- Development of an e-filing interface with the Court CMSs that are conformant to California ECF standards.
- Testing and certification of each CMS interface that is developed using a California-specified Certification Authority.
- Maintenance and recertification of these standards-conformant interfaces before updated interfaces are implemented.
- Publication of all certification test results.

The Proposer shall refer to Exhibit 4-IDSR, Implementation and Deployment Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 4-IDSR using Exhibit 7, Proposer Response Template.

2.8 Implementation and Deployment Services

Once an Agreement has been established with the Court, the selected and contracted Proposer will implement EFM application services within the timeframes specified in the Agreement. This will involve construction, configuration, implementation, operation, support, and maintenance of an e-filing interface with the CMS installed for the Court and

with subsequent Court CMS. These implementation and deployment services are described in Exhibit 4-IDSR, Implementation and Deployment Requirements, which provides the scope of services and deliverables.

The Court aims to select and contract with an experienced Proposer capable of executing an efficient project within the agreed-upon schedule. The Proposer shall refer to Exhibit 4-IDSR, Implementation and Deployment Service Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 4-IDSR using Exhibit 7, Proposer Response Template.

2.9 Application Service Operating Requirements

The EFM is a mission-critical application for the Court. The EFM hosted application must meet certain minimum levels of service. These are described in Exhibit 5-SLS, Service Level Requirements, for scope of services and deliverables. The Proposer shall refer to Exhibit 5-SLS for these requirements. The Proposer shall respond to Exhibit 5-SLS using Exhibit 7, Proposer Response Template.

2.10 Maintenance and Support

Maintenance and support under any awarded Agreement must comply with the JBE's Standard Terms and Conditions (Attachment 2), which shall include, but not be limited to:

- Hosted application licensing.
- Application support and technical support for local configuration and installation of the hosted solution.
- End-user and technical support.
- Provision of periodic maintenance, legislative updates, and security upgrades per service-level standards and support agreements.
- Global configuration changes necessary to support business changes.
- Emergency support for break-fix situations.

The Proposer shall refer to Exhibit 6-SM, Support and Maintenance Service Requirements, for scope of services and deliverables. The Proposer shall respond to Exhibit 6-SM using Exhibit 7, Proposer Response Template.

2.11 Proposer Warranty

The Services Warranty under any awarded Agreement must comply with the JBE's Standard Terms and Conditions (Section 22.B.i of Exhibit 3 of Attachment 2). The Licensed Software Warranty must comply with the JBE's Standard Terms and Conditions (Section 22.B.ii of Exhibit 3 of Attachment 2).

3. TIMELINE FOR THIS RFP

3.1 Proposed Procurement Schedule

All times are Pacific Time. Initial, Round 1 proposals are due by **3:00 p.m. on December 22, 2021**. Discussions, if any, with qualified Proposers will be held after the initial proposal submission deadline. It is the Court's intention to have a signed Agreement in the first quarter of 2022.

No.	Milestone	Date
1	The Court issues RFP	November 15, 2021
2	Deadline for prospective proposers to register for Proposers' Conference; submit requests to the Solicitations eMail Box (3:00 p.m.)	November 22, 2021
3	Mandatory Proposers' Conference (video conference via Zoom) (11:00 a.m.) (estimated date)	November 29, 2021
4	Deadline for Proposers to submit questions, requests for clarifications, or modifications to the Solicitations eMail Box (3:00 p.m.)	December 3, 2021
5	Post-Proposer Conference questions and answers (FAQs) posted and addenda issued, if required (estimated)	December 8, 2021
6	Solicitation specifications protest deadline (5:00 p.m.)	(Day after FAQs posted)
7	Mandatory initial proposal due date and time (3:00 p.m.). Also known as 'Round 1.'	December 22, 2021
8	Request for discussions with qualified Proposers (estimated date)	January 10, 2022
9	Discussions with qualified Proposers	January 12-14, 2022
10	Final proposal due date and time (3:00 p.m.), if applicable, from qualified Proposers. Also known as 'Round 2.'	Tuesday, January 24, 2022
11	Request for finalist presentation / demonstrations (if needed)	January 31, 2022
12	Finalists' presentations (solution demonstrations and interviews)	February 3-4, 2022
13	Notice of Intent (NOI) to Award (estimated date)	Friday, February 25, 2022
14	Award protest deadline (sent to Solicitations eMail Box): by 3:00 p.m.	5 days after NOI

No.	Milestone	Date
15	Anticipated Agreement term (5 years)	4/1/2022– 3/31/2027
16	Anticipated Agreement optional term extensions (five 1-year extensions)	4/1/2027-3/31/32

3.2 Mandatory Proposers' Conference

The Court will hold a mandatory prospective Proposers' Conference on the date identified in the timeline above. The prospective Proposers' Conference will be held via video conference (Zoom). Attendees must attend this Conference to be eligible to submit a response to this RFP and they must be able to see the screen and have microphone capability.

NOTE: The Conference Zoom information will be sent out to all registered prospective Proposers at the very latest by 3:00 p.m. on the last business date before the conference.

4. RFP ATTACHMENTS

The following attachments and exhibits are included as part of this RFP.

4.1 Attachments (11) and Forms

Attachment	Description
Attachment 1: Administrative Rules Governing RFPs	These rules govern this solicitation.
Attachment 2: JBE Standard Terms and Conditions	If selected, the entity submitting a proposal (the "vendor") must sign a JBE Standard Form Agreement containing terms and conditions substantially in the form of these terms and conditions (the "Terms and Conditions"). If exceptions are identified or additional provisions proposed, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly identifies the benefit to the JBE from the proposed changes and provides a written explanation or rationale for each proposed change. The following provisions within the Terms and Conditions are non-negotiable provisions ("Mandatory Terms"): Exhibit 2, Section 1.6 (nonexclusive agreement); and Exhibit 8, Sections 1 (Fees) and 2 (Expenses). A material exception to a Mandatory Term will render a proposal non-responsive.
Attachment 3: Bidder'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. A material exception to a Mandatory Term will render a proposal non-responsive.
Attachment 4: Payee Data Record Form	This form contains information the Court requires to process payments and must be submitted with the proposal.
Attachment 5: General Certifications Form	Proposer must complete and submit the General Certifications Form.
Attachment 6: Darfur Contracting Act Certification	Proposer must complete and submit the signed Darfur Contracting Act Certification.
Attachment 7: Unruh Civil Rights Act and California Fair Employment and Housing Act Certification	Proposer must complete and submit the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Iran Contracting Act Certification	Proposer must complete and submit the Iran Contracting Act Certification.
Attachment 9: Small Business Declaration	Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 10: Bidder DVBE Declaration	Proposer must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.

Attachment 11: Bidder Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration.
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4.2 Requirements and Court Informational Exhibits

Exhibit	Description
Exhibit 1-FR	EFM Functional Requirements
Exhibit 2-NFR	Non-Functional Requirements
Exhibit 3-SMSR	Standards Management Service Requirements
Exhibit 4-IDSR	Implementation and Deployment Service Requirements
Exhibit 5-SLS	Service Level Standards
Exhibit 6-SM	Support and Maintenance Requirements
Exhibit 7	Proposer Response Template

5. SUBMISSION OF PROPOSALS

5.1 Proposal Structure

Proposers should respond to every section of this RFP, all attachments, and all exhibits. Prospective proposers may download the original RFP documents from the Court web site, <https://www.sfsuperiorcourt.org/>. These documents will be available in whole as the RFP and, as requested, individually for your review and use. Requests for individual attachments shall be directed to: solicitationsmailbox@sftc.org. Include in subject line the RFP number and your company name.

A Proposer Response Template has been included (Exhibit 7) for standardization of responses. Proposals should provide straightforward, concise information that satisfies the requirements of Section 6, Proposal Contents, below. All submissions are PDF documents or Excel documents sent via email only to the Court’s Solicitations eMail Box. Emphasis should be placed on conformity to the RFP’s instructions and requirements and completeness and clarity of content.

5.2 Proposals

Proposers must submit an initial proposal (Round 1) and finalists will submit a final proposal (Round 2). Both submissions must be completed by the respective deadlines. The Proposer must submit as PDF documents or Excel documents of the entire proposal via email only to the Court’s Solicitations eMail Box. The electronic files must only be in PDF or Excel formats. The source Excel files used to prepare responses to Exhibits 1–6 must also be submitted and is counted as 1 page (for the purposes of indicating the total number of pages). **The submissions must state the total number of all pages (on the**

cover page), including attachments, and must be signed by an authorized representative of the Proposer and the authorized representative must be identified as such and included in the submission email (either in the ‘from’ or in the ‘cc.’) The inclusion of authorized representative is the approval to submit the Proposals. The RFP number and title must appear on the cover page and at the top of excel page(s). The submission must state in the email Subject Line the RFP number and your company’s name.

5.3 Proposal Delivery Method and Address

Proposals must ONLY be delivered via email by the deadline date and time listed on the cover sheet of this RFP to:

Superior Court of California, County of San Francisco
Subject Line: RFP-38-21-002-EFM-(your company name)
solicitationsmailbox@sftc.org

A response email will be sent after proposal received. If you have not received a response during regular business hours within two hours of submitting your proposal, send an email to the Solicitations Email box (without attachments) stating you haven’t received a response. In the subject line input: RFP number, your company name, and in all caps: RESPONSE NEEDED.

The Court will make every effort to receive proposals and will respond accordingly but the Court cannot be liable for technical interruptions that prevent a proposal from being received on time. It is recommended to submit at least one business day in advance of the deadline.

5.4 Late Proposals

Late proposals will not be accepted. If you have not received an immediate response (within two hours after submission during regular business hours) as confirmation of receipt of your email, it is recommended to send a followup email asking for response. The Court will make every effort to receive all timely submitted Proposals, but the Court will not be responsible for technical interruptions that prevented the Court from receiving the Proposal submission in a timely manner.

6. PROPOSAL CONTENTS

The following information must be included in the proposal using the Proposer Response Template (Exhibit 7). A proposal lacking any of the following information may be deemed non-responsive.

6.1 Organization Information and Qualifications

The Proposer must provide the following information about the organization and its qualifications.

- 6.1.1 **Proposer Information:** Proposer's name, address, telephone, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- 6.1.2 **Designated Representative:** Name, title, address, telephone number, and e-mail address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- 6.1.3 **Reference Client Projects:** Names, addresses, email address, and telephone numbers of a minimum of three clients for whom the Proposer has provided similar services. The Court may check references listed by Proposer. Proposer must include a summary description of the engagement for each reference. Failure of references to respond to reference check may deem the Proposer as non-responsive.

6.2 Team Qualifications

The Proposer must provide a description of the team or teams that will deliver services under the Agreement. This must identify individuals and Proposer organizations responsible for:

- 6.2.1 **Standards Management:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.
- 6.2.2 **Implementation and Deployment:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.
- 6.2.3 **Support and Maintenance:** This must specify the manager leading the effort and the subject matter experts delivering each of those services. These are considered key staff members. For each key staff member, the Proposer must provide a resume describing the individual's background, experience, and ability in performing his/her proposed role and activities.

6.3 Proposed Approach and Methods.

The Proposer must provide a description of the proposed approach for completing work under the Agreement.

6.3.1 Standards Management: The Proposer must describe its approach to collaborating with the Court in the design, construction, and implementation of the California e-filing standards and operating architecture.

6.3.2 Development and Maintenance of Conformant Interfaces: The Proposer must describe its approach to the development and certification of the EFM solution. This approach must describe the tasks and schedule for:

- The construction of the EFM.
- Development of California ECF conformation interfaces between these application services and the Court's CMSs, California ECF-conformant EFSPs, and the IAM.
- Certification of the operation of these application services and interfaces.

6.3.3 Implementation and Deployment: The Proposer must describe its approach to the implementation of an EFM solution for the Court. The guideline for implementation is 6-9 months unless otherwise mutually agreed upon by the Court and the Proposer. This approach must describe the tasks and schedule for implementation. The Proposer must also describe:

- What factors will impact the schedule for implementation construction of the EFM solution.
- The tasks, resources, and work products required from the participating court to ensure on-time implementation. This must describe the timeframe in which the court must perform these tasks and provide resources and work products.
- The factors that would cause variation in the schedule for implementation.
- The type, quantity, and time commitment of Proposer staff involved in each court implementation.
- The approach and capacity of the Proposer to successfully execute multiple concurrent implementations of the EFM solution application services.

6.3.4 Integration with the Court's Case Management Systems:

- The Court's deployed CMS applications (Integrated Justice System);
- CMS application system (C-Track) (in development); and
- All San Francisco-certified EFSP solutions.

This will also involve providing application services, maintenance, and support that meet or exceed certain requirements and service levels.

6.3.5 Application Service Operations: The Proposer must describe its approach to operating the EFM in a manner that ensures that it meets the Service Level Requirements set forth in Exhibit 5.

- 6.3.6 **Support and Maintenance:** The Proposer must describe its approach to providing maintenance and support for the application services.

6.4 Responses to Requirements

Responses to the requirements listed in Exhibits 1 through 6 of this RFP must be provided in this section of the proposal. Proposers must use the Microsoft Excel template provided (Exhibit 7) and complete all six required worksheet tabs. For each requirement, Proposers must fill in the response column with one of the choices below. If the Proposer wishes to provide any explanatory details, those should be included in the “Explanation” column next to the requirements, however, the Explanation column should not duplicate or replace answers in the Response Template (Exhibit 7). The following answer key should be used when responding to the requirements:

- 3 – The requirement is currently supported in the Proposer’s product and service offerings.
- 2 – The requirement is not supported in the current version of the proposed solution and service offerings, but the required feature is currently in development or testing and is planned for the next release of the proposed solution within 9 months.
- 1 – The requirement is not supported in the Proposer’s product and service offerings, but the Proposer plans to support the requirement in the proposed solution or as part of this procurement within 2 years.
- 0 – The requirement is not supported, and the Proposer has no plan to support it within 2 years.

Note: *Proposers must answer requirements with **only one** of the above keys. Any requirement that is answered in any other way will be treated as a negative / non-response.*

6.5 Fee Structure

Under the Agreement, the selected and contracted Proposer will receive revenue for successfully processing filings received from an EFSP and successfully submitted to the CMS of the Court during the term of the Agreement. This fee shall be charged to EFSPs. The Proposer shall not collect revenue from the Court for any of the EFM services provided under the Agreement, and includes, but is not limited to:

- Meeting functional requirements.
- Meeting standards management requirements.
- Implementation and ongoing service requirements.
- Development and maintenance of conformant interfaces.
- Implementation and deployment services.

- Meeting application service operating requirements.
- Providing maintenance and support.
- Providing a Proposer warranty.

The fee or fees to be charged to EFSPs will be specified in the Agreement. Proposer must specify those fees in the Fee Structure portion of the proposal (Exhibit 7). In addition, the Proposer must specify fee payment clearing and settlement timeframes.² Initial proposal submission should be the best offer from a Proposer. Submissions must follow the RFP guidelines stated in Section 5.

6.6 Certifications, Attachments, and Other Requirements

- 6.6.1 **Proof of Good Standing:** If Proposer is a corporation, the Proposer must present proof that it is in good standing and qualified to conduct business in California.
- 6.6.2 **Business License:** Proposer must provide copies of current business licenses.
- 6.6.3 **Proof of Solvency:** Proposer must provide proof of financial solvency or stability (e.g., balance sheets and income statements).
- 6.6.4 **Acceptance of Terms and Conditions:** Proposer must complete and provide the Bidder's Acceptance of Terms and Conditions (Attachment 3). On Attachment 3, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation, or other change. A material exception to a Mandatory Term will render a proposal non-responsive.
- If exceptions are identified or additional provisions proposed, the Proposer must also submit a red-lined version of the Terms and Conditions (Ts&Cs) that clearly tracks proposed changes and a written explanation or rationale of the benefit to the Court resulting from the proposed exception. (Potential proposers can request, via Solicitation Mailbox, a Word version of the Ts&Cs for red-line purposes.)
- 6.6.5 **Payee Data Record:** Proposer must complete and provide the Payee Data Record Form (Attachment 4).
- 6.6.6 **General Certifications:** Proposer must complete and provide the General Certifications Form (Attachment 5).
- 6.6.7 **Darfur Contracting Act Certification:** Proposer must complete and provide the Darfur Contracting Act Certification (Attachment 6).
- 6.6.8 **Unruh Civil Rights Act and California Fair Employment and Housing Act Certification:** Proposer must complete and provide the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7).

² While it is not a requirement of this RFP, a Proposer may submit a proposal to collect funds for statutory court filing fees from EFSPs that would be forwarded to the Court. If this is the case, the timeframes for transferring funds to the Court must be specified in the proposal. Such a proposal (and funds settlement timeframe) could be a factor in the award of an Agreement.

- 6.6.9 **Iran Contracting Act:** Proposer must complete and provide the Iran Contracting Act Certification (Attachment 8).
- 6.6.10 **Small Business Declaration:** Proposer must complete and provide the Small Business Declaration (Attachment 9) only if it wishes to claim the small business preference associated with this solicitation.
- 6.6.11 **Bidder DVBE Declaration:** Proposer must complete and provide the Bidder DVBE Declaration (Attachment 10) only if it wishes to claim the DVBE incentive associated with this solicitation.
- 6.6.12 **Bidder Declaration:** Proposer must submit a Bidder Declaration (Attachment 11) for each DVBE that will provide goods and/or services in connection with the contract. If Proposer itself is a DVBE, it must also complete and sign the Bidder DVBE Declaration.

7. OFFER PERIOD

A Proposer's proposal is an irrevocable offer for 180 days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

8. EVALUATION OF PROPOSALS

As described in Attachment 1, Administrative Rules Governing RFPs, this solicitation process will follow a phased approach designed to increase the likelihood that proposals will be received without disqualifying defects. The additional steps will (1) ensure that Proposers clearly understand the requirements of the RFP and needs of the Court before submitting a final proposal; (2) ensure that the evaluation team clearly understands what each Proposer intends to offer before proposals are finalized; and (3) provide the Proposer the opportunity to modify its proposal to address solutions more specifically to the Court's needs.

At the time proposals are reviewed, each proposal will be evaluated for the presence or absence of the required proposal contents. The initial proposals will be reviewed to determine which are responsive to all the requirements. The Court's Procurement staff will receive and review the initial proposal to determine whether the proposal (or a portion thereof):

- Is non-responsive to a requirement; and
- Is otherwise defective.

The Court makes no warranty that all errors, defects, or other problems will be identified. The Proposer is solely responsible for submitting a proposal that is free of errors and defects and complies with all requirements.

Any Proposer submitting a proposal that is deemed non-responsive due to omission(s), error(s), or defect(s) will be notified via email and participation in this RFP will end for that Proposer.

Based on initial review of Proposals for defective / non-responsive issues, all Proposals lacking any error, defect, or problem will be submitted to the EFM RFP Evaluation Team (“Team”). The Team will conduct an initial review of two Categories--Approach and Methods, and Requirements Response—and will conduct an initial scoring. Those Proposers who score 40 points or higher will be invited to a follow up interview. The Team will prepare an agenda of items to be discussed separately with each qualifying Proposer and will email the agenda to the Proposer. The agenda will include a discussion of the Proposer’s solution, methodology, proposed support, implementation plans, validation plans, and proposed contracts, as appropriate. The Team will arrange with each Proposer to discuss the items on the agenda. These discussions are confidential.

The primary purpose of the discussion is to ensure that the Proposer’s final proposal will be responsive. The Team may identify concerns, ask for clarification, and express its reservations if, in the opinion of the Team, a particular requirement of the RFP is not appropriately satisfied.

At the conclusion of the discussions, the evaluation team will document the clarified items and how the Proposer will respond to the noted items. The Team may schedule additional discussions with a Proposer at its discretion. If additional discussions are scheduled, the process set forth above (“Confidential Discussions with Proposer”) will be repeated. The Team may require the resubmission of selected materials as part of this process.

The Court may amend the RFP if, as a result of the Confidential Discussions with Proposer, it believes that the program would be more successful if changes are made to the requirements or RFP. If so, the Court will restructure/amend the solicitation at that time. If this is the case, the Court may request another round of initial proposals by **all** that submitted initial proposals without omissions/errors/defects.

If, after discussion with a Proposer, the Team is of the opinion that the proposal cannot be revised and resubmitted in a reasonable time to satisfy the requirements of the RFP, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the Proposer will be sent an email notice that the proposal has been rejected and that a final proposal submitted along such lines would be non-responsive.

In the next phase of the evaluation, the Proposers will submit final proposals, Round 2. After final proposals are submitted, the Team will review, evaluate, and score the final proposals using the evaluation criteria set forth in this RFP and the process described in Attachment 1. In this process, the Court may, at its discretion, request presentations and demonstrations.

Based on the evaluation criteria and weighting set forth below, the Agreement will be awarded to the highest scoring Proposer that can provide the requested services in the easiest/smoothest manner for the Court.

If an Agreement is awarded, an intent to award at <https://www.sfsuperiorcourt.org/>

Category	Factors	Total Possible Points
Fee Structure	Overall cost based on the fee structure described in the proposal and charged to filers and any other stakeholders.	20
Organization Information and Qualifications	Level of Proposer organization experience, financial stability, and qualifications.	15
Team Qualifications	Level of Proposer's service delivery teams' experience and qualifications.	5
Approach and Methods	Extent to which the proposed approach and methods are likely to deliver the services required in a cost-effective manner for the courts and filers.	20
Requirements Response	Degree to which the Proposer's proposed solution meets the requirements set forth in Exhibits 1-6 and narrative responses.	30
Acceptance of Terms and Conditions	Level of Proposer's acceptance of Terms and Conditions.	7
DVBE Incentive	DVBE incentive points.	3

9. FINALISTS' PRESENTATIONS (SOLUTIONS DEMONSTRATIONS AND INTERVIEWS)

The Court may conduct interviews with some Proposers to clarify aspects set forth in their proposals or to assist in evaluation of the top-ranked proposals. The interview process may require a demonstration. The interviews / demonstrations will be conducted via video conference (Zoom). The Court will not reimburse Proposers for any costs incurred to enable participation in any aspect of responding to / participating in this RFP. The Court will notify eligible Proposers for interview arrangements.

10. CONFIDENTIAL OR PROPRIETARY INFORMATION

The proposal will be retained by the Court for official files and will become a public record. California JBEs are subject to Rule 10.500 of the California Rules of Court, which governs public access to Judicial Administrative Records: www.courts.ca.gov/documents/title_10.pdf.

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the materials marked confidential and/or proprietary are **not** exempt from disclosure, the Court will

disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public opening of certain proposals. If required to do so by the Public Contract Code, the Court may disclose all information contained in a proposal, including information marked as confidential or proprietary. This RFP for EFM is not required to conduct public opening of the proposals.

11. SMALL BUSINESS PREFERENCE

11.1 Participation Not Mandatory

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

11.2 Small Business Enterprise (SBE) Incentive

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

11.3 Qualification

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

11.4 Process

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 9). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

11.5 Failure to Complete Forms

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

11.6 Meeting SBE Commitments

If the Proposer receives the small business preference, (i) the Proposer will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

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

12. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

12.1 Qualification Not Mandatory

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

12.2 DVBE Point Award

Eligibility for and application of the DVBE incentive is governed by the Judicial Council's DVBE Rules and Procedures of which the Court as a Judicial Branch Entity is also bound. Proposer will receive a DVBE incentive if, in the sole determination of the Court, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section 8, above.

12.3 Qualification

To receive the DVBE incentive, at least three percent of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (BUP) on file with the California DGS.

12.4 Process

If Proposer wishes to seek the DVBE incentive:

- Proposer must complete and submit with its proposal the Bidder DVBE Declaration (Attachment 10). Proposer must also submit all materials required in the Bidder DVBE Declaration.
- Proposer must submit with its proposal a Bidder Declaration (Attachment 11) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must also complete and sign the Bidder Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a Bidder Declaration. **NOTE:** The Bidder Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

12.5 Failure to Complete Forms

Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

12.6 Application of DVBE Incentive

Since this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Judicial Council's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

12.7 Meeting DVBE Commitments

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13. PROTESTS

Any protests will be handled in accordance with the Protest Procedures outlined in the Administrative Rules Governing RFPs (Attachment 1), Section K (Protest Procedures). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for Court to receive a solicitation specifications protest is set forth in Section 3.1 (Proposed Procurement Schedule). The post-award protest deadline for submission will be 5 business days after the Notice of Intent to Award has been posted. The protesting party will have 10 Court days after the Court receives the protest to submit all required information. Protests should be sent to the Solicitations e-Mail Box:

Superior Court of California, County of San Francisco
Subject Line: PROTEST - RFP No. 38-21-002 EFM (your company name)
solicitationsmailbox@sftc.org

ATTACHMENT 1

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. GENERAL

1. This solicitation document, the evaluation of proposals, and the award of any Agreement shall conform with current competitive bidding procedures as they relate to the Judicial Branch procurement of goods and services. A vendor responding with a proposal (“Proposer”) must follow the instructions in this Attachment 1 and the solicitation document. Proposer’s proposal is an irrevocable offer for one-hundred eighty (180) days following the deadline for its submission.
2. In addition to explaining the Superior Court of California, County of San Francisco’s (the “Court’s”) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. PHASED APPROACH

1. This solicitation process will follow a phased approach designed to increase the likelihood that proposals will be received without disqualifying defects. The additional steps will (1) ensure that Proposers clearly understand the requirements of the RFP and needs of the Court before submitting a final proposal; (2) ensure that the evaluation team clearly understands what each Proposer intends to offer before proposals are finalized; and (3) provide the Proposer the opportunity to modify its proposal to address solutions more specifically to the Court’s needs.
2. At the time proposals are reviewed, each proposal will be evaluated for the presence or absence of the required proposal contents. The initial proposals will be reviewed to determine which are responsive to all the requirements. The Court’s Procurement staff will receive and review the initial proposal to determine if the proposal (or portion thereof):
 - Is non-responsive to a requirement; and
 - Is otherwise defective.
3. Based on initial review of Proposals for defective / non-responsive issues, all Proposals lacking any error, defect, or problem will be submitted to the EFM RFP Evaluation Team.
4. Any proposal received that is deemed non-responsive due to omission(s), error(s), or defect(s) will be notified via email.
5. The Court makes no warranty that all errors, defects, or other problems will be identified. **The Proposer is solely responsible for submitting a proposal that is free of errors and defects, and complies with all requirements.**
6. The evaluation team (“Team”) will conduct an initial review of two Categories--Approach and Methods, and Requirements Response—and will conduct an initial scoring. Those Proposers who score 40 points or higher will be invited to a follow up interview.
7. The Team will prepare an agenda of items to be discussed separately with each qualifying Proposer and will email the agenda to the Proposer. The agenda will include a discussion of the Proposer’s solution, methodology, proposed support, implementation plans, validation plans, and proposed contracts, as appropriate. The Team will arrange with each Proposer to discuss the items on the agenda. These discussions are confidential.

5. The primary purpose of the discussion is to ensure that the Proposer's final proposal will be responsive. The Team may identify concerns, ask for clarification, and express its reservations if, in the opinion of the Team, a particular requirement of the RFP is not appropriately satisfied.
6. At the conclusion of the discussions, the evaluation team will document the clarified items and how the Proposer will respond to the noted items. The Team may schedule additional discussions with a Proposer at its discretion. If additional discussions are scheduled, the process set forth above ("Confidential Discussions with Proposer") will be repeated. The Team may require the resubmission of selected materials as part of this process.
7. The Court may amend the RFP if, as a result of the Confidential Discussions with Proposer, it believes that the program would be more successful if changes are made to the requirements or RFP. If so, the Court will restructure/amend the solicitation at that time. If this is the case, the Court may request another round of initial proposals by all that submitted initial proposals without omissions/errors/defects.
8. If, after discussion with a Proposer, the Team is of the opinion that the proposal cannot be revised and resubmitted in a reasonable time to satisfy the requirements of the solicitation document, and that further discussion would not likely result in an acceptable proposal in a reasonable time, the evaluation team will give the Proposer will be sent an email notice that the proposal has been rejected and that a final proposal submitted along such lines would be non-responsive.
9. In the next phase of the evaluation, the qualified Proposers will submit a final proposal. (Round 2.) After final proposals are submitted, the Team will review, evaluate, and score the final proposals using the process described in section J (Evaluation Process).

C. COMMUNICATIONS WITH THE COURT REGARDING THE RFP

1. Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of proposals, Proposers shall contact the Solicitations eMail Box as identified on the RFP packet, for any and all communications regarding the RFP and award. Any Agreement awarded under this RFP will be executed only by authorized Court staff. Proposers must include the RFP Number in the subject line of all communication as well as their business name.
2. Proposers are specifically directed NOT to contact the Court staff for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with Court staff may be cause for rejection of the Proposer's proposal.

D. QUESTIONS REGARDING THE RFP

1. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations eMail Box, identified in the RFP packet, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court

does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.

2. Proposers interested in responding to the solicitation may submit questions via email to the Solicitations eMail Box, identified in the RFP packet, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, as set forth in the RFP packet. 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 responses will be made available on the Court's website at <https://www.sfsuperiorcourt.org/>.

E. ERRORS IN THE RFP

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

F. ADDENDA

1. The Court may modify the RFP before proposal due date(s) and time listed in the timeline of the RFP by issuing an addendum. All addenda will be posted on the Court's website at <https://www.sfsuperiorcourt.org/>. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
2. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations eMail Box listed in the RFP packet no later than one day following issuance of the addendum.

G. WITHDRAWAL AND RESUBMISSION / MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the Court 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 by the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

H. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for contract award), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

I. RIGHT TO REJECT PROPOSALS

1. The Court may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. Waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Proposer from full compliance with solicitation document specifications. The Court reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the Court. Moreover, the Court reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the Court.
2. In addition to the right to reject any and all proposals, in whole or in part, the Court also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal. The proposal will be retained for official files and becomes a public record.

J. EVALUATION PROCESS

1. An evaluation team ("Team") will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.
3. Proposals that contain false or misleading statements may be rejected if, in the opinion of the Court, the information was intended to mislead the Court regarding a requirement of the solicitation document.
4. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the submitted 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.

K. PROTEST PROCEDURE

1. General

Failure of a Proposer to comply with the protest procedures set forth in this *Section K, Protest Procedures*, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth in the RFP timeline. The protestor shall have exhausted all administrative remedies discussed in this *Attachment 1* prior to submitting the protest. Failure to do so may be grounds for denying the protest.

In no event will the Court consider a protest if all proposals have been rejected or the solicitation was cancelled for any reason.

3. After Notice of Intent to Award / Not to Award.

A Proposer submitting a proposal may protest the Court's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- a. The Proposer has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The Proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The Proposer believes that another Proposer submitting a proposal for an award was incorrectly selected.

Protests must be received no later than five (5) business days after the Notice of Intent has been posted on the Court's website.

In no event will the Court consider a protest if all proposals have been rejected or the solicitation was cancelled for any reason.

4. Form of Protest

A Proposer who is qualified to protest should submit the protest to the Solicitations eMail Box, solicitationsmailbox@sftc.org.

- a. The protest must only be sent by email to the Court's Solicitation eMail Box.
- b. The protest shall include the RFP number, the Proposing company name, the physical and electronic addresses, and telephone numbers of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified in the email subject line along with the company name.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included in the body of the email or email attachment.
- e. The specific ruling or relief requested must be stated.

After submitting a protest, a reply should be received within two hours during regular business hours. The Court will make every effort to reply in a timely manner but if no reply is received then a follow up email should be sent with this additional information in the email subject line, "REPLY REQUESTED." The Court is not responsible for technical difficulties that may prevent receipt of an email by any due date listed in the timeline or this Attachment 1. It is advised to submit all emails and documents at least one business day ahead of any deadline. The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of a Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth in the RFP packet. If required, the Court may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of a Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the Proposer within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the protestor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court's CEO, at the same address set forth under Submission of Proposal in the RFP packet, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Decision of the Contracting Officer was in error of law or regulation.

The protester's request for appeal shall include:

- a. The company name, the protester's name, the physical and electronic addresses, and telephone numbers of the proposer filing the appeal or their representative;

- b. Copy of the Contracting Officer's decision;
- c. Legal and factual basis for the appeal; and
- d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court's CEO will send the appeal to the Judicial Council's legal counsel to review the request and the Contracting Officer's decision. The Court's CEO shall issue a final determination. The decision of the Court's CEO shall constitute the final action of the Court.

8. Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

L. DISPOSITION OF MATERIALS

All materials submitted in response to this solicitation document will become the property of the State of California. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of the California Rule of Court 10.500 should not be included in the Proposer's proposal as it may be made available to the public.

M. COST OF PROPOSAL

The Proposer is solely responsible for all costs associated with preparing, presenting, and submitting of the response to this RFP and any subsequent RFP interviews and demonstrations.

N. AWARD AND EXECUTION OF AGREEMENT

- 1. Award of an Agreement, if made, will be in accordance with the solicitation document to a responsible Proposer submitting proposals compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by The Court.

2. The Court reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.
3. The Court will make a reasonable effort to execute any Agreement based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
4. A Proposer submitting a proposal must be prepared to use the Court's standard contract form rather than its own contract form.
5. Upon award of an Agreement, the Agreement shall be signed by the Proposer and returned, along with the required attachments, to the Court no later than ten (10) calendar days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. The Agreement is not effective until executed by both parties. Any work performed prior to receipt of a fully executed agreement shall be at Proposer(s)' own risk.

O. FAILURE TO EXECUTE THE AGREEMENT

Failure to execute an Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful Proposer refuses or fails to execute the Agreement, the Court may award the agreement to the next qualified Proposer.

P. DECISION

Questions regarding award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the Solicitations eMail Box as set forth in the RFP packet.

Q. NEWS RELEASES

News releases pertaining to the award and execution of an Agreement may not be made without prior written approval of the Court.

R. ANTI-TRUST CLAIMS

1. In submitting a proposal, the Proposer offers and agrees that if the proposal is accepted, Proposer will assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
2. If the Court 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 Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

3. Upon demand in writing by the Proposer, the Court 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 Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

S. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the Solicitations eMail Box set forth on the RFP packet.

T. 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 Court's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

END OF ATTACHMENT 1

RFP Title: EFM
RFP Number: 38-21-002

Superior Court of California, County of San Francisco

**REQUEST FOR PROPOSALS
FOR E-FILING MANAGEMENT (EFM)
AGREEMENT
BY
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

**ATTACHMENT 2
Standard Terms and Conditions**

STANDARD AGREEMENT

AGREEMENT [Agreement number]
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1. In this Agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Judicial Branch Entity,” “JBE,” or “Court” refers to the **Superior Court of California, County of San Francisco**. This Agreement is entered into between Contractor and the Court.
2. This Agreement is effective as of **[Date], 2022** (“Effective Date”) and expires on **[Date], 20__** (“Expiration Date”).
 This Agreement includes one or more options to extend through **[Date], 20__**.

3. The title of this Agreement is: Agreement for **Electronic Filing Management (EFM) Services Software, Professional Implementation, and Support and Maintenance Services**.

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

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

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Licensed Software and Additional Terms Exhibit 5 – Specifications Exhibit 6 – Statement of Work Exhibit 7 – Acceptance and Sign-Off Form	Exhibit 8 – Fees, Pricing and Payment Terms Exhibit 9 – Maintenance and Support Exhibit 10 – Transition Services
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JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of San Francisco	[Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
DO NOT SIGN	DO NOT SIGN
PRINTED NAME AND TITLE OF PERSON SIGNING T. Michael Yuen, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
DATE EXECUTED [Date]	DATE EXECUTED [Date]
ADDRESS 400 McAllister Street, Room 205 San Francisco, CA 94102	ADDRESS [Address]

EXHIBIT 1

DEFINITIONS

1. **Agreement:** the entire integrated agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the JBE and Contractor, for performance of the Work.
2. **Amendment:** written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the JBE, modifies the Agreement, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.
3. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
4. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, and (iv) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
5. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement. Contractor is a party to this Agreement.
6. **Data:** information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Data Safeguards:** the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in applicable laws, a Statement of Work, or pursuant to JBE policies or procedures.

8. **Deliverable(s)**: hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to JBEs.

9. **Documentation**: (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.

10. **Licensed Software**: Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto.

11. **Maintenance**: enhancements, upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

12. **Maintenance Release(s)**: those modules, improvements, enhancements, upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 9 (Maintenance and Support).

13. **Material(s)**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

14. **Notice**: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

15. **"Piggyback"**: Each and any of the other 57 California Superior Courts shall have the right to participate in this Agreement and become a Participating Entity by executing a Participation Agreement with Contractor.

16. **PCC**: California Public Contract Code.

17. **Project Lead**: Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement.

18. **Project Manager**: JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement.

19. **Source Code**: the source language code of the Licensed Software as the same is written by the programmers thereof.

20. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).

21. **Stop Work Order:** written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days, or for a longer period by mutual agreement of the parties.

22. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.

23. **Support Services:** those services required to support or maintain the Licensed Software, in accordance with the terms of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

24. **Task:** one or more functions, services, or actions, as specified in this Agreement, to be performed by Contractor for the JBE.

25. **Third Party:** any individual or entity not a party to this Agreement.

26. **Transition:** Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement.

27. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software and/or Documentation.

28. **Work:** any or all labor, services, Deliverables, training, equipment, supplies, Materials, Tasks, and any other items (including the Licensed Software) or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s) or Statements of Work.

END OF EXHIBIT 1

EXHIBIT 2

BACKGROUND AND PURPOSE

1. Background, Purpose, and Ordering.

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.
- 1.2** The JBE shall have the right to place orders under this Agreement for any of the Work. Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. Contractor shall provide the Work in accordance with the terms of this Agreement.
- 1.3** Any term in a Participation Agreement (including a Participating Entity's Statement of Work) that conflicts with or would alter any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and the Superior Court of California, County of San Francisco. Fees and pricing in any Participation Agreement may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 1.4** The JBE signing the Participation Agreement shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participation Agreement; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participation Agreement signed by such JBE, nor shall any breach by a JBE under a Participation Agreement give rise to a breach under any other Participation Agreement or be deemed grounds for termination of this Agreement by Contractor. The JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participation Agreement), or (ii) such JBE's business relationship with Contractor. The JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.5** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

END OF EXHIBIT 2

EXHIBIT 3

GENERAL TERMS AND CONDITIONS

1. Scope of Work; Acceptance; Prior Work.

A. Scope of Work; Statement of Work. Contractor will perform and complete all Work as set forth in Exhibit 6, to the satisfaction of the Court. The Statement of Work shall, at a minimum, include:

- i) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii) a milestone schedule for the completion of the services, Deliverables, and Work;
- iii) any acceptance criteria in addition to the acceptance provisions set forth in Section 1(B) below;
- iv) the personnel to be assigned, along with their job classification, if applicable;
- v) if applicable, the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- vi) the name of Contractor's Project Lead, if applicable; and
- vii) a project plan that addresses the scope and detail of services to be performed.

B. Acceptance.

- i) All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
- ii) The JBE's Project Manager may use the Acceptance and Sign-off Form, in the form provided in Exhibit 7 (Acceptance and Sign-Off Form), to notify the Contractor of acceptance or non-acceptance.
- iii) If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from

receipt of the Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1(B)(iii) until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

iv) If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies.

C. Prior Work. Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

2. Changes in Work; Stop Work.

A. Changes in Work.

i) The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

ii) For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;

b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

c) a statement of the expected impact on schedule.

iii) If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

iv) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute

Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE’s prior written approval will be at Contractor’s sole risk and expense.

B. Stop Work.

- i) The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- ii) Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).
- iii) If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor’s costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.
- iv) If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.
- v) The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

3. Software License.

A. Grant of Rights.

- i) Contractor grants to the JBE a perpetual, irrevocable, worldwide, non- exclusive license to: (a) install and use the Licensed Software for the purpose of conducting the JBE’s business; and (b) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE’s rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by, (a) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of the courts of the State of California, (b) any court user or party needing the

Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (c) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (d) the JBE's service providers, but only in connection with their providing of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility.

ii) Notwithstanding any other provision in this Agreement, JBE third-party contractors (which shall include the agents, employees and contractors of the Court) may: (a) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (b) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (c) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (d) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

B. License Restrictions; Additional Terms

i) **License Restrictions.** Unless expressly permitted in this Agreement or as permitted by applicable law, the JBE shall not (a) transfer, rent or lease the Licensed Software or its usage without Contractor's prior written consent, or (b) reverse engineer, decompile, or disassemble any portion of the Licensed Software. Any permitted transfer of the Licensed Software must include all updates and all prior versions thereof. Except with regard to any permitted transfers hereunder, the JBE shall keep the Licensed Software confidential and utilize its best efforts to prevent the unauthorized disclosure or use of the Licensed Software, and shall require its employees and third party Contractors to comply with such obligation.

ii) **Additional License Terms.** The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3(B)(ii). In the event that the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

4. Maintenance and Support Services.

A. Maintenance. Except as otherwise provided in Exhibit 9 (Maintenance and Support), during the term of this Agreement, Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and

when made generally available by Contractor to its other customers, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; (iii) updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law, as and when such law may change from time to time during the term; and (iv) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall not include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality not provided or performed by the Licensed Software originally licensed to the JBE; provided, however, that such new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality shall be considered Maintenance Releases (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers, (b) if Contractor requires the JBE to install such new module, improvement, enhancement, upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software, or (c) if such modules, improvements, enhancements, upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

B. Installation of Maintenance Releases. The JBE agrees to install or permit the installation or implementation of all Maintenance Releases such that, after the JBE's acceptance of the Licensed Software and at all times thereafter during the term, the version of the Licensed Software in use by the JBE either (i) was first made generally available by Contractor within thirty-six (36) months of then-current date, or (ii) is within one (1) major release of the most recent release of the Licensed Software made generally available by Contractor; provided, however that the JBE shall have the right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's case management system to a new platform or operating system, or (iii) significant reprogramming or reconfiguration of the Licensed Software. During the term of this Agreement, the JBE may request that Contractor provide, pursuant to a separate agreement for professional services, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such Maintenance Release within a commercially reasonable period, then the JBE may terminate this Agreement in accordance with Section 26(A) ("Termination for Cause by Court").

C. Support Services. During the term of this Agreement, Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the

required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 (Classification of Errors) of Exhibit 9 (Maintenance and Support).

D. Support Service Levels. In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 9 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 9 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 9 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 9 (Maintenance and Support).

5. Data and Security.

A. Safety and Security Procedures. Contractor shall maintain and enforce industry-standard safety and physical security policies and procedures.

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.

(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.

(iv) 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 immediately with followup 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. Data Backups. If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- Recover from backup within the timeframe set forth in the Service Level requirements;
- Recover recently posted transactions within the timeframes set forth in the Service Level requirements; and
- Encrypt backup data.

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

6. Accounting. Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

7. Audit; Retention of Records.

A. Audit. Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the

foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

B. Retention of Records. Contractor will 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. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

8. Assignment. Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the JBE. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

9. Choice of Law; Jurisdiction and Venue.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

10. Certifications and Representations. Contractor represents and certifies the following:

A. Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the JBEs under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all applicable laws; and (vii) Contractor pays all undisputed debts when they come due.

B. No Harassment/Nondiscrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not

unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code §§ 8355–8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two (2) years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

G. No Interference with Other Contracts. Contractor certifies that to the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

H. No Litigation. Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. Contractor is in compliance with: (i) Public Contract Code section 10295.3, which places

limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) Public Contract Code section 10295.35, which places limitations on 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.

J. Expatriate Corporation. Contractor certifies that it 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 JBEs.

K. Sweatfree Code of Conduct. If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

i) 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 further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108.

ii) Contractor cooperates 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.

L. Child Support Compliance Act.

i) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

ii) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Small Business Preference Contract Clause. This provision 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.

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

- i) 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 the Agreement were executed after that determination was made.
- ii) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- iii) 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.
- iv) The parties may amend the Agreement to reflect any reduction in funds.

11. Conflict of Interest; Prohibition Against Gratuities.

A. Conflict of Interest.

- i) Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.
- ii) Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if the Contractor, its Subcontractors, or their employees, principals, partners, family

members, or organizations have a financial interest in the outcome of the proceedings.

iii) Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of a JBE's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of the JBE.

B. Prohibition Against Gratuities.

i) Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

ii) For any breach or violation of this covenant, the JBE has the right to terminate the Agreement, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

12. Consideration; Payment. The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

A. Payment Does Not Imply Acceptance of Work. The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

B. Disallowance. If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

13. Contractor Status.

A. Independent Contractor.

i) Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

ii) This Agreement will not be considered under any circumstance to create a joint-venture relationship.

iii) If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

i) Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

ii) Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

iii) If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

iv) Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to the JBE only for the requirements and results specified in this Agreement and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this. Contractor will have the “right to control” and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

- i) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.
- ii) Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

- i) Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the JBE. Any subcontracting without the JBE’s written consent is a material breach of this Agreement.
- ii) Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

14. Dispute Resolution. The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE’s Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

- i) If a dispute remains unresolved either party may give Notice requesting each party’s chief executive officer (“CEO”) or designated representative to meet,

exchange information and attempt resolution within fifteen days of receipt of the Notice.

ii) If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;

b) identify the specific provisions in this Agreement on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

e) If the negotiations do not result in resolution of the dispute within forty-five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

iii) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

C. Continued Performance of Work. 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 the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement.

15. Force Majeure.

A. Force Majeure events include, but are not limited to:

i) catastrophic acts caused by nature or public enemy;

ii) civil disorder;

iii) fire or other casualty for which a party is not responsible; and

iv) quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

16. Indemnification.

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. 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 services and Work. 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 that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such 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.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for a JBE's proportionate share of liability, if any.

C. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

17. Insurance Requirements.

17.1 The Contractor shall provide to the JBE and maintain the following types of insurance in full force during the term of this Agreement:

A. *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.

B. *Workers Compensation and Employer’s Liability.* The policy must include workers’ compensation to meet the 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.

C. *Automobile Liability.* 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.

D. *Professional Liability.* 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 Work 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.

17.2 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

17.3 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.

17.4 Deductibles and Self-Insured Retentions. Contractor shall declare to each 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 each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.

17.5 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 Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

17.6 Certificates of Insurance. Before Contractor begins performing services and Work, 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.

17.7 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.

17.8 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, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

17.9 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.

17.10 Consequence of Lapse. If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

18. Confidentiality, Non-Disclosure, and Data Security.

A. Contractor's Responsibilities. While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to the affected JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

C. Court's Responsibilities. The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information.

D. Return of Confidential Information. Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

E. Breach of Confidentiality. Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

19. Ownership of Intellectual Property.

A. Except as provided in this Agreement, Contractor agrees that (i) all Data, Deliverables, Materials and Work created in whole or in part by Contractor in the course of or related to providing services to a JBE under this Agreement shall be treated as if it were "work for hire" for the JBE, and (ii) the Contractor will immediately disclose to the JBE 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 JBE.

B. All ownership and control of Creations, Data, Deliverables, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Deliverables, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of

any type. Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.

C. Notwithstanding any other provision to the contrary, this Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

20. Modification. No modification or change to this Agreement will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

21. Prohibited Bids for End Product of this Agreement. No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent (10%) of the total monetary value of this Agreement.

22. Standard of Performance; Warranties.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

B. Warranties.

i) **Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement from the date of first productive use of the Work or Deliverable, as applicable, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

ii) **Licensed Software Warranty.** Contractor hereby warrants and represents that, commencing on the date of the JBE's acceptance, final cutover or first productive use of the Licensed Software, whichever is latest, and thereafter, that (a) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material

respects, and (b) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing software program(s) as installed as of the effective date of this Agreement.

iii) **Malicious Code/Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (a) unauthorized access to or intrusion upon; (b) disabling or erasure of; or (c) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

iv) **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and/or services to the JBE. "Four-Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. 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.

v) **Warranty of Law.** Contractor warrants and represents that to the best of Contractor's knowledge: (a) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (b) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (c) Contractor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (d) Contractor's performances under this Agreement are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

(vi) **Warranty of Title.** Contractor warrants and represents that (a) it has good title to the Licensed Software; (b) it has the absolute right to grant to the JBE the licenses granted hereunder; (c) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (d) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "Title Warranty").

vii) **Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

vii) **Effect of Breach of Warranty.** If, at any time during the term of this Agreement, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty, and shall include if applicable the information required pursuant to Exhibit 9 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then Contractor shall correct any such deficiency in the Licensed Software in accordance with the Service Level criteria set forth in Exhibit 9 (Maintenance and Support). If the breach relates to Section 22(B)(v) (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22(B)(6) (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement as hereinafter provided in this section. If the breach relates to Section 22(B)(7) (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26(A) (Termination for Cause), subject to the transition provisions of Exhibit 11 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

ix) All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

23. Personnel Requirements.

A. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

B. The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

C. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement for cause.

24. Background Checks.

A. For Contractor's employees, Subcontractors, or agents performing Work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

B. Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

C. It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

25. Survival. All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the provisions regarding: software license, assignment, audit rights, retention of records, confidentiality, non-disclosure, data security, indemnification, warranties, and transition services.

26. Termination; Term of Agreement.

A. 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; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience. The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

C. Termination Due to Changes in Budget or Law. Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement, and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws

D. Effect of Termination.

i) Upon any expiration or termination, the JBE will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to the JBE all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

ii) Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

iii) **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 11 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

E. RESERVED.

F. Term and Termination.

(i) The term ("Term") of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the

“Initial Term”), unless terminated earlier in accordance with the terms of this Section 26. The JBE will have the right to extend the term of this Agreement one additional five-year option period (the “Option Term”). In order to exercise this Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor’s signature.

(ii) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participation Agreement that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participation Agreement until such time as all Work under such Participation Agreement has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participation Agreement may not exceed the Expiration Date of this Agreement. Execution of any Participation Agreement by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

27. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

28. Waiver; Severability.

A. Waiver of Rights. A JBE’s action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

29. Loss Leader. 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.

30. Antitrust Claims. If goods or services under this Agreement were obtained by means of a competitive bid:

A. Assignment. 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 the Contractor.

B. Reimbursement. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the 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 the 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.

C. Reassignment. Upon demand in writing by the Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the 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.

31. Recycling. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets 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.

32. Priority Hiring Consideration. If this is an Agreement for services, other than consulting services, with total value over \$200,000, 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.

33. DVBE Participation Certification. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

34. Union Activities. 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.

35. Publicity. Contractor may not make any public announcement, press release, or other writing relating to this Agreement that is not necessary for the performance or completion of the Work without the JBE’s prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

36. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

37. Singular and Plural Usage. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

38. Entire Agreement.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

39. Notices. Notices regarding this Agreement must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
[name, title, address]	Superior Court of California, County of San Francisco Attn: CEO 400 McAllister Street, Room 205 San Francisco, CA 94102 myuen@sftc.org
<u>With a copy to:</u>	<u>With a copy to:</u> Contract Analyst layala@sftc.org

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

END OF EXHIBIT 3

EXHIBIT 4

LICENSED SOFTWARE AND ADDITIONAL TERMS

[Identify Licensed Software to be provided by Contractor. Additional Licensing Terms to be negotiated, as necessary.]

EXHIBIT 5

SPECIFICATIONS

All mandatory functional requirements set forth in RFP Exhibits 1-7 will be included in Exhibit 5. Additional specifications or functionalities will be negotiated and included as appropriate.

EXHIBIT 6

**STATEMENT OF WORK
(MODEL)**

[Contractor and the JBE will mutually develop this Statement of Work and incorporate the requirements set forth in the RFP.]

This Statement of Work is subject to and incorporated into the Agreement between Contractor and JBE.

1. JBE's Requirements and Description of the Work.

[insert description of services, goods, and Deliverables to be provided.]

2. Schedule and Date(s) of Delivery.

[insert chart with dates for completion of tasks relating to goods, services and delivery dates/milestones for Deliverables, including Go-live date]

EXHIBIT 7

ACCEPTANCE AND SIGN-OFF FORM

Acceptance and Sign-Off Form

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF EXHIBIT 7

EXHIBIT 8

FEES, PRICING AND PAYMENT TERMS

1. Fees.

This Agreement is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

- a. The Licensed Software;
- b. All necessary professional implementation services;
- c. On-going Maintenance and Support of the Licensed Software;
- d. Hosted Services, including all necessary data storage and backups; and
- e. All necessary training.

2. Expenses.

Contractor is not authorized for and will not be allowed any reimbursable expenses under this Agreement.

3. E-Filing Fees.

The following table sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

[A chart with all filing fees will be inserted into the final contract.]

The e-filing fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

4. Liquidated Damages to JBE for Failure to Meet Maintenance and Support Requirements.

The parties agree that Contractor's failure to meet the Maintenance and Support requirements under this Agreement will cause the JBE to incur substantial economic and reputational harm. In such cases, the losses and amounts may be impossible to compute and ascertain with certainty. Therefore, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in addition to other available remedies, the Contractor agrees that liquidated damages may be assessed and recovered by the JBE against Contractor for such failure(s) and without the JBE being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Contractor shall be liable to the JBE for payment of liquidated damages in the amounts set forth in this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to JBE without limiting the JBE's other contractual rights and remedies provided in this Agreement.

In the event Contractor fails to meet the Maintenance and Support requirements of this Agreement, Contractor shall pay to the JBE the amounts set forth in Exhibit 9 (Maintenance and Support).

END OF EXHIBIT 8

EXHIBIT 9

MAINTENANCE AND SUPPORT

I. ERRORS AND CORRECTION

1. **Classification of Errors.** “Error” shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

Service Level 1: An Error causing (i) “crashes” of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention. “Circumvention” means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as “Urgent”).

Service Level 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as “Critical”).

Service Level 3: An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as “Serious”).

Service Level 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as “Minor”).

2. **Error Correction.** Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

a) Contractor shall provide the JBE with names and telephone numbers of Contractor engineering and/or support staff who are to be contacted by the JBE at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.

b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, and Contractor and the JBE shall promptly

agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Level 1 Errors within one (1) calendar day. Contractor shall resolve Service Level 2 Errors within two (2) working days. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) working days. Contractor shall use its best efforts to resolve Service Level 1 and 2 Errors by delivering emergency releases to the JBE, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

- 3. Escalation Procedure.** In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 9, Contractor shall initiate the following escalation procedure:

Escalation Stage 1: Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one (1) senior-level technician or engineer. Such resources shall be on-site at the JBE's location, or at such location as is appropriate given the nature of the required corrections. For a Service Level 1 or Level 2 situation, the Contractor's Engineering Manager shall notify the JBE at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

Escalation Stage 2: After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Senior Vice President of Engineering shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 or Level 2 situations, Contractor's Senior Vice President for Engineering shall contact the JBE at two (2) hour intervals until the situation is resolved.

Escalation Stage 3: If a total of seventy-two (72) hours has elapsed since the initial call of the JBE to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to JBE's satisfaction, JBE shall be entitled to receive \$500.00 for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit 9. After a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 9 for a Service Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.

II. SERVICE LEVELS

The cloud-based services, hosted service (including Licensed Software), or software as a service provided under this Agreement (collectively, the “Hosted Services”) shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet the availability standards set forth below in any calendar month (excluding agreed-upon maintenance downtime), the JBE will be entitled to the amount set forth in the table below. Contractor will provide a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

Monthly Uptime Percentage	Duration	Amount
< 99.9%	>43 min/month	25% of average EFM daily revenues for impacted court
< 99%	>432 min/month (7.2 hrs)	50% of average EFM daily revenues for impacted court
< 95%	>2,160 min/month (36 hrs)	100% of average EFM daily revenues for impacted court

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate this Agreement for material breach.

END OF EXHIBIT 9

EXHIBIT 10

TRANSITION SERVICES

1. Termination Procedures. Upon any termination of this Agreement, Contractor shall (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable replacement software program (the “Substitute Product”) if requested by the JBE, and (ii) provide all assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor’s subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the “Transition Period”), and may include, upon the JBE’s request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor’s obligations under this Agreement; (ii) take such action as may be necessary or as directed by the JBE to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an interest; (iii) continue performance of any work as directed by the JBE in writing, and (iv) take any other steps reasonably required by the JBE with respect to this Contract.

2. Software Support. Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 9 (Maintenance and Support).

3. Transition Fees. Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor’s hourly rates as set forth in Contractor’s then-standard rates and charges table. Except as provided in this Exhibit 11, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

4. Transition Personnel Requirements. Contractor will make Contractor personnel available on a commercially reasonable basis to assist in the transition from the Licensed Software supported by Contractor’s Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE’s designee.

END OF EXHIBIT 10

ATTACHMENT 3


**BIDDER'S ACCEPTANCE OF
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN FRANCISCO'S
STANDARD TERMS AND CONDITIONS**

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

- 1. Bidder accepts Attachment 2: Standard Terms and Conditions ("Attachment 2") without exception.

OR

- 2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, including any additional provisions that have been proposed, and (ii) a written explanation or rationale for each exception or proposed modification.

BY (<i>Authorized Signature</i>)

PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

END OF ATTACHMENT 3

PAYEE DATA RECORD (in lieu of IRS W-9)

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

1 Instructions	See page two for additional instructional information and Privacy Statement. Complete all information on this form, and sign, date. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used to prepare Information Returns (1099). Return this form to your court representative who will forward it to the Judicial Council of California.
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SECTIONS 2 THRU 5 TO BE COMPLETED BY VENDOR

2 Legal Name	PAYEE'S LEGAL NAME - AS SHOWN ON FEDERAL INCOME TAX RETURN		
	BUSINESS NAME - IF DIFFERENT FROM ABOVE		E-MAIL ADDRESS
	REMITTANCE MAILING ADDRESS	BUSINESS ADDRESS (if different from remittance mailing address)	
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
	PHONE NUMBER	FACSIMILE NUMBER	

3 Payee Entity Type Complete One Box Only	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _		
	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> EXEMPT (NON-PROFIT)
NOTE A taxpayer identification number is required	<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> CORPORATION - LEGAL	<input type="checkbox"/> GOVERNMENT
	<input type="checkbox"/> CORPORATION - MEDICAL	<input type="checkbox"/> OTHER -	<input type="checkbox"/> ESTATE OR TRUST
	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR		
	ENTER SOCIAL SECURITY NUMBER (SSN) _ _ - _ - _ _		
	<i>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN; however, the IRS prefers that you use your SSN. An employee vendor is not required to provide a SSN.</i>		

4 Resident Status check the appropriate box	<input type="checkbox"/> California Resident - Qualified to do business in California or maintains place of business
	<input type="checkbox"/> California Nonresident (see reverse side) - Payments to non-resident for services may be subject to State Income Tax withholding.
	<input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification NOTE See instructions on page 2 Vendor Contact Information and signature	Under penalties of perjury, I certify that:		
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
	3. I am a U.S. citizen or other U.S. person, as defined by the IRS.		
	I hereby certify under the penalty of perjury that the information provided on this document is true and correct. Should my information change, I will promptly notify the JCC at the address listed in Section 1.		
	VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	E-MAIL
	AUTHORIZED VENDOR SIGNATURE	DATE	TELEPHONE

SECTION 6 TO BE COMPLETED BY COURT

6 Vendor Category	Please choose from the JCC Vendor category below to help us expedite payment			
	<input type="checkbox"/> ARBITRATOR	<input type="checkbox"/> COURT REPORTER	<input type="checkbox"/> GRAND JURY	<input type="checkbox"/> SETTLEMENTS/AWARDS
Court Contact	<input type="checkbox"/> BENEFIT PROVIDER	<input type="checkbox"/> DECEASED FINAL PAYMENT	<input type="checkbox"/> MEDIATOR	<input type="checkbox"/> VOLUNTEER
	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> RENT	<input type="checkbox"/> OTHER (description required)
	<input type="checkbox"/> COURT APPT. COUNSEL	<input type="checkbox"/> GARNISHMENT TRUSTEE	<input type="checkbox"/> RETIREE - MEDICAL PREMIUM REIMB.	
	<input type="checkbox"/> COURT INTERPRETER: (indicate language) _____	<input type="checkbox"/> RETIREE - "IN LIEU OF" PAYMENT		
	COURT CONTACT NAME	PHONE NUMBER	EMAIL	

FOR JCC USE ONLY (Form updated 3/8/2019)

Assigned Vendor Number	Assigned By:
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Requirement to Complete Payee Data Record

A completed Payee Data Record (in lieu of the IRS W-9) is required for payments and will be kept on file at the Judicial Council of California, Trial Court Administrative Services Office. Since each state agency with which you do business must have a separate Payee Data Record on file, it is possible for a payee to receive a similar form from various state agencies.

SECTIONS 2 THRU 5 TO BE FILLED OUT BY VENDOR

2	<p>Enter the payee's legal name. Sole proprietorships must also include the owner's full name.</p> <p>An individual must list his/her legal name as it appears on his/her Federal Income tax return. If a different name is used, that name should also be entered, beneath the legal name.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the physical location of business, if different than mailing address. The phone number, e-mail address, and facsimile number should also be provided.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals is their Social Security Number (SSN). A sole proprietor may have both a Federal Employer Identification Number (FEIN) and a SSN, the IRS prefers that sole proprietors use their SSN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or non-resident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California.</p> <p>An estate is a resident if the decedent was a California resident at the time of death.</p> <p>A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a non-resident.</p> <p>Payments to all non-residents may be subject to withholding. Non-resident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Non-resident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p><u>This form must be signed.</u> Provide the name, title, e-mail, and telephone number of the individual completing this form. Also, provide the date the form was completed.</p> <p><u>Certification Instructions:</u> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are not a U.S. Citizen or U.S. person, as defined by the Internal Revenue Service, a different form may be required and tax withholdings may apply. See IRS website http://www.irs.gov/businesses/international/index.html for additional information.</p>

SECTION 6 TO BE FILLED OUT BY COURT

6	<p>Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.</p>
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Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

ATTACHMENT 5

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 JBEs 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

END OF ATTACHMENT 5

ATTACHMENT 6

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder 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 Superior Court of California, County of San Francisco (the “Court”) to submit a bid.

To submit a bid to Court, you must 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.

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 Court to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

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 bidder 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>	

ATTACHMENT 7

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

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

CERTIFICATIONS:

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

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

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

ATTACHMENT 8

IRAN CONTRACTING ACT CERTIFICATION

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

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

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

2. We have received written permission from the JBE to submit a bid pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our bid.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below certify that I am duly authorized to legally bind the bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

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

ATTACHMENT 9

SMALL BUSINESS DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A SMALL BUSINESS

If Bidder is not a Small Business, skip this section.

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

If yes:

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

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

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

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

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

If Bidder is not an NVSA, skip this section.

1. DGS Supplier ID number: _____
2. NVSA Certification active from _____ to _____
3. Bidder 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 Bidder 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>

SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

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

If Bidder 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 Bidder does not claim the small business preference, Bidder should not complete the Small Business Declaration.

The JBE will determine whether Bidder 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 Bidder submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if Bidder is not itself a Small Business.

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

Instructions for Section II

Skip this section if Bidder is not an NVSA.

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

Instructions for Section III

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

ATTACHMENT 10

BIDDER DVBE DECLARATION

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

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

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

If yes:

- A. State the percentage of the contract work Bidder will subcontract: _____
- B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

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

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

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

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

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____

- Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

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

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

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

- DVBE Subcontractor name: _____
- DVBE Subcontractor contact person: _____
- DVBE Subcontractor address: _____
- DVBE Subcontractor phone number: _____
- DVBE Subcontractor email: _____
- DVBE Subcontractor’s DGS Supplier ID number: _____
- DVBE Subcontractor DVBE Certification active from _____ to _____.
- Bidder must submit a copy of the DVBE Subcontractor’s DVBE certification approval letter along with this Bidder Declaration.
- Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

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

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

SECTION IV. CERTIFICATION

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

<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>

BIDDER DECLARATION INSTRUCTIONS

General Instructions

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

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

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

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

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

Instructions for Section II

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

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

Instructions for Section III

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

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

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

Instructions for Section IV

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

ATTACHMENT 11 BIDDER DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

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

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DVBE DECLARATION INSTRUCTIONS

General Instructions

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

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

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

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

Instructions for Section 1

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

Instructions for Section 2

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

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

Instructions for Section 3

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

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

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

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

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

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

EFM FUNCTIONAL REQUIREMENTSCOMPANY NAME:

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0001	Accounting	EFM receives filing transaction from EFSP at a detailed level, captures and stores transaction information, and marks the transaction as "Financials Pending."	Mandatory		
FR-0002	Accounting	All captured financial information is viewable to court user in Clerk Review.	Mandatory		
FR-0003	Accounting	If any part of the transaction is REJECTED ... a. The EFM captures the rejection status and stores transaction information. b. The EFM marks the transaction as "Financials Rejected." c. The EFM passes the transaction detail to the EFSP.	Mandatory		
FR-0004	Accounting	For all ACCEPTED portions of the transaction ... a. The EFM notifies/updates the Court CMS. b. The EFM marks the EFM transaction log as "Financials Filed." c. The EFM pass the transaction to the EFSP.	Mandatory		
FR-0005	Accounting	EFM receives final record of financial settlement, including reference numbers, and stores.	Mandatory		
FR-0006	Accounting	EFM will provide an accounting dashboard to aid in the reconciliation process completed daily by court accounting staff.	Mandatory		
FR-0007	Accounting	The accounting dashboard will combine EFSP financial data and Court CMS financial data for the contracting court.	Mandatory		
FR-0008	Accounting	The dashboard will receive and store EFSP transactional financial data.	Mandatory		
FR-0009	Accounting	The dashboard will receive and store EFSP daily financial settlement data.	Mandatory		
FR-0010	Accounting	The dashboard will retrieve financial transaction data from the Court CMS(s).	Mandatory		
FR-0011	Accounting	The dashboard will receive and store Court daily financial settlement data.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0012	Accounting	The dashboard will enable court staff to compare and reconcile daily transaction data.	Mandatory		
FR-0013	Accounting	The dashboard will enable court staff to compare and reconcile daily financial settlement data.	Mandatory		
FR-0014	Accounting	The dashboard will enable court staff to mark and store comparative results with a user-configurable set of statuses (e.g., reconciled, pending, issues).	Mandatory		
FR-0015	Accounting	EFM will provide accounting reports for auditing purposes.	Mandatory		
FR-0016	Accounting	EFM will enable all views and reports to be exportable to Excel.	Mandatory		
FR-0017	Accounting	EFM will provide the ability to search transactional data by case number, EFSP, filer, status, and date.	Mandatory		
FR-0018	Accounting	EFM financial views will be sortable by all columns.	Mandatory		
FR-0019	Case Search—External	The system must allow court users to perform a case search by one or more of the following criteria: case number, case name, case type, transaction ID, court name or ID, attorney name or Bar ID, party name, filing date, etc.	Mandatory		
FR-0020	Case Search—Internal	The system must provide the capability to support searching by metadata (e.g., case type, case ID, court name or ID, transaction ID, case name, party name, attorney name or Bar ID, filing date).	Mandatory		
FR-0021	Case Search—Internal	The system must allow the user to configure how many search results they can view per page.	Mandatory		
FR-0022	Case Search—Internal	The system must provide the capability to support simple and advanced searches (or quick and complex searches).	Mandatory		
FR-0023	Case Search—Internal	The system must provide the capability to sort search results.	Mandatory		
FR-0024	Case Search—Internal	The system must provide the capability to display search results along with the metadata used in search.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0025	Case Search—Internal	The system must allow users to perform searches using a combination of search criteria.	Mandatory		
FR-0026	Case Search—Internal	The system must provide the capability to filter search results.	Mandatory		
FR-0027	Case Search—Internal	The system must support wild card search and exact match search.	Mandatory		
FR-0028	Case Search—Internal	The system must allow for search results to be saved in other file formats like PDF or Excel.	Mandatory		
FR-0029	Case Search—Internal	The system must allow for "sounds like" searches.	Mandatory		
FR-0030	Clerk Review	The system must allow the user administrative abilities to change/reinstate task status and/or assignment.	Mandatory		
FR-0031	Clerk Review	The system must allow the user to make the case-initiating document a required filing.	Mandatory		
FR-0032	Clerk Review	The system must allow courts to configure specific case types, filer types (e.g., DA) and document codes (e.g., Proofs of Service) as configured by each county (e.g., case category, case type, etc.) in its CMS and/or document types for automatic acceptance.	Mandatory		
FR-0033	Clerk Review	The system must provide the court user with a configurable review screen. User can select which columns to view and in what order they appear. Also must be able to filter by filing attributes (e.g., case type, hearing date, document type, filer type etc.).	Mandatory		
FR-0034	Clerk Review	The system must provide the capability to configure who can view incoming case filings based on case type, user role (as defined by IAM), and permissions (e.g. court, filing type).	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0035	Clerk Review	The system must allow the court user to assign/transfer from one work queue to another with an accompanying note containing information about the reason for the reassignment.	Mandatory		
FR-0036	Clerk Review	The system must make filings unavailable/locked for other court staff to process once a staff user has selected a filing from the queue and is working on the filing.	Mandatory		
FR-0037	Clerk Review	The system must allow for automatically assignment of statuses (configurable by location) to filings. Default statuses: <ul style="list-style-type: none"> - New: has not been opened by staff. Available for processing. - Open/Locked: court staff has begun the process of reviewing the filing submission; the transaction is not complete. - Pending: filing has been sent to the CMS and is awaiting confirmation that the filing was successfully processed in the CMS. - Failed: filing was sent to the CMS and failed in processing at the CMS level. - Filed: filing been sent to the CMS and successfully recorded. Alternatively, in a non-CMS integrated setting, this would mean the clerk printed the conformed documents). - Rejected: filing was rejected by the clerk during the clerk review process. 	Mandatory		
FR-0038	Clerk Review	The system must provide the ability for users to set ticklers and reminders regarding documents in a user or workgroup queue needing action based on user-specified variable timing requirements.	Mandatory		
FR-0039	Clerk Review	The system must allow the user to send a task to multiple work queues (WQs) based on filing document.	Mandatory		
FR-0040	Clerk Review	The system must allow the user to keep completed tasks with a specific e-filing status in the queue for a configurable number of days.	Mandatory		
FR-0041	Clerk Review	The system must allow items with an e-filing status of accepted, partially accepted, and rejected (completed items) to remain in the work queue until a job runs at a later date/time to clean it up.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0042	Clerk Review	The system must allow the user to open a task from the work queue and have that task assigned to the user and "locked" while working on the task and "unlocked" when the user exits properly (without finishing the task).	Mandatory		
FR-0043	Clerk Review	The system must be able to sort/queue filings by the different column headings (e.g., filing date, court, status).	Mandatory		
FR-0044	Clerk Review	The system must allow multiple court users to be able to access the same queue at the same time and display only the filings based on their user roles and privileges.	Mandatory		
FR-0045	Clerk Review	The system must alert the court staff that a filing requires special attention, such as a request for a speedy trial, jury trial, pre-judgment, or emergency relief. Need court-configurable list of priority reasons.	Mandatory		
FR-0046	Clerk Review	The system must allow the user to view specific work queue column header information.	Mandatory		
FR-0047	Clerk Review	The system must allow the user to hover over work queue task items to see additional information.	Mandatory		
FR-0048	Clerk Review	The system must allow the user to filter the work queue tasks.	Mandatory		
FR-0049	Clerk Review	The system must allow the user to see and access e-filing transactions in a work queue that was opened by another clerk.	Mandatory		
FR-0050	Clerk Review	The system must allow the user to filter in the work queue by case number and see all transactions for that case.	Mandatory		
FR-0051	Clerk Review	The system must support automatic and manual placement of e-filing transactions into configurable work queues.	Mandatory		
FR-0052	Clerk Review	The system must allow court staff the ability to print or save the filed documents.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0053	Clerk Review	The Clerk Review system must present the user with a view of the textual filing data (e.g., filing parties, documents, case number, fees paid or waived, etc.) and the document so that the clerk can confirm the data matches the documents in the filing.	Mandatory		
FR-0054	Clerk Review	The Clerk Review system must provide the clerk with the ability to electronically stamp documents. The stamps must be configurable by court, and the user may select placement of the stamp on the document.	Mandatory		
FR-0055	Clerk Review	If a fee waiver is on file or has been included in the e-filing transaction, the system must display the fees as Waived or Pending Waiver.	Mandatory		
FR-0056	Clerk Review	The system must allow the user to enter information in a "comments" field that is visible in the work queue task list.	Mandatory		
FR-0057	Clerk Review	The system must allow the user to correct the case number on an e-filing.	Mandatory		
FR-0058	Clerk Review	The system must allow the user to reject a document in full or partially and allow for the case history to show the status in the entry.	Mandatory		
FR-0059	Clerk Review	The system must allow the user to reject an entire transaction or documents in the transaction.	Mandatory		
FR-0060	Clerk Review	The system must allow the user to start processing the transaction as soon as he/she opens the transaction.	Mandatory		
FR-0061	Clerk Review	The system must allow the user to remain in the e-filing transaction and be able to navigate in the CMS and return to the transaction.	Mandatory		
FR-0062	Clerk Review	The system must allow the user to partially process a transaction and exit. When the user returns, he/she will be automatically returned to the last screen in which he/she was working.	Mandatory		
FR-0063	Clerk Review	The system must allow the user to cancel out of a screen and return to the previous screen.	Mandatory		
FR-0064	Clerk Review	The system must allow the user to see whether an EFSP has set an amount not to exceed.	Mandatory		
FR-0065	Clerk Review	The system must allow the user to change a filing document name.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0066	Clerk Review	The system must allow the user to view comments submitted by a filer and send comments to the filer.	Mandatory		
FR-0067	Clerk Review	The system must be able to take the user from one data entry screen to the next based on the type of filing submitted.	Mandatory		
FR-0068	Clerk Review	The system must be able to allow a field to display a "not to exceed amount."	Mandatory		
FR-0069	Clerk Review	The system must allow the user to replace an attorney on the e-filing.	Mandatory		
FR-0070	Clerk Review	The system must allow the user to relate parties to e-filing.	Mandatory		
FR-0071	Clerk Review	For subsequent filings, the system must be able to display a new participant or updated information for an existing participant in separate sections.	Mandatory		
FR-0072	Clerk Review	The system must allow the user to file stamp, add text and other annotations on the document; with ability to move stamp location (on forms and e-signed documents).	Mandatory		
FR-0073	Clerk Review	The system must allow the user to include documents into the envelope back to the filer two ways: (1) auto attach generated documents, (2) upload and attach documents.	Mandatory		
FR-0074	Clerk Review	The system must allow the user to add a stamp to an e-filed document as a layer and not have that stamp burned in to the original image.	Mandatory		
FR-0075	Clerk Review	The system must be able to avoid court holidays and weekend dates in automatic date file stamps.	Mandatory		
FR-0076	Clerk Review	The system must allow the user to view e-filing transaction metadata by case.	Mandatory		
FR-0077	Clerk Review	Code entry via the Clerk Review process must enforce the same validations, such as required fill-in values, as code entry via the CMS.	Desired		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0078	Clerk Review	The Clerk Review process must allow the clerk to electronically notify the filer of the reason for the rejection of the filing.	Mandatory		
FR-0079	Clerk Review	The system must allow for court staff or user to be able to enter by code description or by code and have the system auto-populate the required code values or description depending on what is entered.	Mandatory		
FR-0080	Clerk Review	The system must auto-accept certain filings.	Mandatory		
FR-0081	Clerk Review	The system must allow the user to validate submitted case information against the case title from the CMS for subsequent filing transactions.	Mandatory		
FR-0082	Clerk Review	The system must allow a court to configure by case type, document type, and/or filer type, which documents can bypass the clerk review process (auto-clerk). These documents will be automatically logged in the target case management system.	Mandatory		
FR-0083	Clerk Review	In auto-clerk, the system must reject filings when the filing is submitted for the incorrect case, or in other such non-substantive scenarios.	Mandatory		
FR-0084	Clerk Review	In auto-clerk, for case initiating documents, the system must facilitate: (a) the creation of the case in the CMS, (b) the automatic electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory		
FR-0085	Clerk Review	In auto-clerk, for case subsequent filing documents, the system must facilitate: (a) the lodging of the document in the CMS (e.g., ROA creation), (b) electronic file stamping of the PDF(s), and (c) the asynchronous transmission of the stamped document(s) back to the filer.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0086	Clerk Review	Auto-clerk must notify the filer as to what the defect was, if possible.	Mandatory		
FR-0087	Clerk Review	The system must allow a clerk to reject a filing for missing, insufficient, and/or mismatched information as well as any other reasons the court deems necessary to reject filings. When a clerk rejects a document, the system must generate a rejection notice and optionally lodge a copy in the court's CMS (if on a subsequent filing) and send a copy of the rejection to the e-filing party.	Mandatory		
FR-0088	Clerk Review	When a document is rejected by the court, the system must allow the court to store a copy of the rejected document in a document store as defined by the court.	Mandatory		
FR-0089	Clerk Review	The system must allow the user to retain and allow for viewing rejected documents for a configurable period of time.	Mandatory		
FR-0090	Clerk Review	The system must validate attorney information between e-filing and CMS.	Mandatory		
FR-0091	Code Table Management	The EFM must provide the ability to maintain code lists (i.e., entry, removal and modifications of codes and descriptions) without programming.	Mandatory		
FR-0092	Code Table Management	The system must provide the capability to allow authorized administrators to maintain code values used to configure the proper functioning of the application.	Mandatory		
FR-0093	Code Table Management	The system must provide the capability to allow authorized administrators to expire codes for future selection without impacting cases already using these codes.	Mandatory		
FR-0094	Code Table Management	The system must provide the capability to set future effective dates for codes.	Mandatory		
FR-0095	Code Table Management	The system must provide the capability for courts to share the same code values if so desired.	Mandatory		
FR-0096	Code Table Management	The system must provide the capability to search code tables.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0097	Code Table Management	The system must provide the capability to modify description of codes without impacting cases using these codes.	Mandatory		
FR-0098	Code Table Management	The system must provide the capability to allow each organization unit (e.g., Superior Court) to set up and maintain its own code values based on the organization's specific needs.	Mandatory		
FR-0099	Code Table Management	The system must provide the capability to have subgroups of code values, e.g., civil case types vs. criminal case types.	Mandatory		
FR-0100	Document Upload	The system must allow clerk to designate a filed document as confidential and automatically notify parties of the designation.	Mandatory		
FR-0101	Document Upload	The EFM must preserve filed document relationships captured by the EFSP (e.g., in the event of one document being split into multiple parts, or documents 1 and 2 are related to the hearing scheduled for next month).	Mandatory		
FR-0102	Help and Documentation	The Help menu must be consistent with industry-standards for online documentation (e.g., function key enabled, hovering over a field displays additional information).	Desired		
FR-0103	Help and Documentation	The system must provide the capability for authorized users to define and maintain content of the help.	Mandatory		
FR-0104	Help and Documentation	The vendor must provide a data dictionary detailing data stored in the system.	Mandatory		
FR-0105	Help and Documentation	The vendor must provide a data model detailing data stored in the system.	Mandatory		
FR-0106	Login	The system must have individual secure logins for court staff to login, review, accept, and reject filings.	Mandatory		
FR-0107	Login	The system must allow court staff to login using their court-approved username and password (Court IAM).	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0108	Misc.	The system must allow the court user to auto-balance and close a cashier session (if applicable).	Mandatory		
FR-0109	Misc.	The system must manage vendor e-filing document sizes.	Mandatory		
FR-0110	Misc.	The system must keep the original XML and XML that was returned after the transaction has been processed for a configurable period of time.	Mandatory		
FR-0111	Misc.	The system must allow the user to resend the acceptance of a transaction that originally gave an error message to an EFSP when sent, and when acceptance is resent, the original document is replaced.	Mandatory		
FR-0112	Misc.	The system must allow the user to send one confirmation with all documents filed in a transaction.	Mandatory		
FR-0113	Misc.	If the filing is unsuccessful, the EFM must return a specific error code and description that the EFSP can quickly understand to allow action by the user or EFSP.	Mandatory		
FR-0114	Misc.	The system must provide the following information back to the EFSPs after receipt of the filing and clerk review/acceptance: - User identification. - Unique trace number of the filing. - The outcome of the filing. - The date/time the outcome was determined.	Mandatory		
FR-0115	Misc.	The system must allow the user to split a proposed order from a transaction with multiple documents.	Mandatory		
FR-0116	My Filings	The EFM must provide web services to facilitate an EFSP dashboard of all filings and/or cases in which the user is a named party or a attorney of record. This only applies to cases or pleadings filed through the e-filing system.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0117	Notices and Alerts	The EFM must provide a web service to expose to EFSP all other parties on a case that should be notified/served.	Desired		
FR-0118	Notices and Alerts	The system must provide the capability to send alerts (e-mail/text) to parties and EFSPs based on certain court events (examples of events: acceptance of filing, hearing date scheduled, Notice of Decision issued, Court Order issued).	Desired		
FR-0119	Notices and Alerts	The system must allow parties to specify additional e-mail addresses or phone numbers for text messages to which alerts are to be sent, in addition to default address.	Desired		
FR-0120	Notices and Alerts	The system's EFM must provide the capability to notify the parties (by e-mail/ text and as alert on the e-filing system) when something has been updated on their case (e.g., notifying the plaintiff when the respondent has filed on that case).	Desired		
FR-0121	Notices and Alerts	The system must provide the capability to alert the staff if the user has identified any special needs (e.g., interpreter requested).	Desired		
FR-0122	Notices and Alerts	The system must provide the capability to alert the staff if the case is subject to mandatory mediation based on court rules.	Desired		
FR-0123	Notices and Alerts	The system must provide the capability to alert the staff (e-mail and display on the system) that the filing is past due based on business rules (e.g., if a motion was filed past the deadline).	Desired		
FR-0124	Payment	The EFM must provide functionality to support changes in filing fees controlled by effective dates through the court policy file.	Mandatory		
FR-0125	Payment	The EFM must provide functionality for EFSP to indicate that a fee waiver request order has been approved by the court.	Mandatory		
FR-0126	Payment	The EFM must provide functionality to reject submissions that have no payment and no valid waiver.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0127	Payment	The EFM must provide functionality to maintain a log of financial transactions for filings.	Mandatory		
FR-0128	Registration	The EFM must support a centralized user registry of filing users and registered users from all EFSPs on all cases.	Mandatory		
FR-0129	Reporting	The clerk portal must also provide a means to view and automatically e-mail the following reports: <ul style="list-style-type: none"> - Daily and Monthly Deposit Report for a given date/month. - Itemized Deposit listing for a given date range. - Batch summary deposit listing including refunds. - Daily and Monthly Refund Report for a given date/month. - Report detailing the collected amount and breakout of fees. - Itemized submission listing for a given date range. 	Mandatory		
FR-0130	Reporting	The system must support standard (pre-defined) and ad hoc (user-defined) reporting.	Mandatory		
FR-0131	Reporting	The ad hoc reporting system must be user-friendly with GUI-based screen(s) for creating customized reports without the need for in-depth knowledge of SQL or the database schema.	Mandatory		
FR-0132	Reporting	The system must provide the capability to schedule reports to run at specific time.	Mandatory		
FR-0133	Reporting	The system must make the reporting data model available for authorized users to create own reports.	Mandatory		
FR-0134	Reporting	The system must provide the capability to download report data in PDF, Word, or Excel formats.	Mandatory		
FR-0135	Reporting	The system must support statistical reports as required by the county or state.	Mandatory		

EFM FUNCTIONAL REQUIREMENTS

Requirement ID	Functional Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
FR-0136	Submission	When a filing is accepted, the system must automatically create an ROA entry in the CMS indicating that the filing is submitted and display the case number and case status (e.g., Accepted) in the e-filing system unless the filing fee has not been paid or other business requirements are not met. The ROA entries must be easily configurable for each case type.	Mandatory		
FR-0137	Submission	The system, after a case or pleading has been submitted successfully, must auto-stamp (human-readable) the document with filing date and time, case number, clerk signature, and court name (per court configuration) and store and index in the DMS.	Mandatory		
FR-0138	Workflow Management	The system must provide the capability to create unlimited individual work queues (e.g., judge, staff, clerk) as well as unlimited shared work queues (e.g., court staff).	Mandatory		
FR-0139	Workflow Management	The system must provide the ability to list all submissions from a particular organization or agency by work queue.	Desired		
FR-0140	Workflow Management	The system must provide the capability for the administrator to configure and create workflows (e.g., automatically routing cases based on case type). Please describe your workflow functionality and provide sample screenshots.	Mandatory		
FR-0141	Filer Review	When the system attempts to send data to the CMS and the CMS is unable to accept data (i.e., it is offline or not functioning), court staff will receive notification that such an event has occurred. This notification should be an on-screen display and an e-mail alert to appropriate staff.	Mandatory		

EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0001	General	The EFM API must be a secure, non-proprietary, access-controlled Web service that allows commercial EFSPs, large law firms, government agencies, and others to submit filings to the EFM.	Mandatory		
NFR-0002	General	The system (e-filing system) must be Web-based and accessible over the Internet through a Web browser. The system must not be dependent on any browser plug-ins to be downloaded for the application to work.	Mandatory		
NFR-0003	General	The system must be scalable and be able to support users statewide.	Mandatory		
NFR-0004	General	In the event of an outage or a significant processing delay, designated court and division staff must be notified within 15 minutes by e-mail that includes a brief description of the problem and the estimated time of the next update or resolution of the problem.	Mandatory		
NFR-0005	General	The system must allow for quick and easy configuration for all non-civil case types (criminal, traffic, probate, etc.). This must include items such as navigation, look and feel, fees, questions, forms, alerts, business rules/court policy, etc.	Desired		
NFR-0006	General	The system must allow for easy customization of Web-based forms (e.g., Complaint) and guided interview questionnaires.	Desired		
NFR-0007	General	The system will support the addition of other active cases that are currently paper-based.	Desired		
NFR-0008	General	The application does not require any Plug-ins / Active X controls.	Desired		
NFR-0009	General	The application does not require any client side installs (zero footprint without dependencies).	Desired		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0010	General	The application must support a wide variety of browsers including and not limited to: the latest versions of Microsoft Internet Explorer, Firefox, Chrome, and Safari.	Mandatory		
NFR-0011	General	Session duration must be configurable.	Desired		
NFR-0012	General	Rights and privileges must be assigned to users, groups and roles by an administrator.	Mandatory		
NFR-0013	General	The user interface must dynamically reflect functions and capabilities that are consistent with the user's rights and privileges.	Mandatory		
NFR-0014	General	Basic activity logging, recording, and storage functionality to be configured. The solution must maintain logs of all user activity. Archival logging to be configured.	Mandatory		
NFR-0015	General	The application must provide a configurable user interface layer that will allow for site branding.	Desired		
NFR-0016	General	The system must provide integration with the court supported e-mail system. The e-mail must come from a recognized domain.	Desired		
NFR-0017	General	The system must provide processing visual displays indicating that the system is in the process of responding to the user's request. Include status bar showing percentage complete. Individual percentages must be displayed for multiple uploads.	Desired		
NFR-0018	General	The system must prevent inadvertent multiple processing such as a user clicking a submit button twice.	Mandatory		
NFR-0019	General	The system will support limiting quotas for file sizes, etc., configurable by court.	Desired		
NFR-0020	General	Any software upgrades will be backward compatible with existing interfaces.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0021	User Interface and Display	The system must have a common, consistent end-user Web interface.	Mandatory		
NFR-0022	User Interface and Display	The system must provide a consistent and user-friendly interface that allows for rapid data entry for the users to file cases and for the court staff to review and process filings.	Mandatory		
NFR-0023	User Interface and Display	The system must provide a user interface that operates in the same manner for similar functions with the same look and feel, and support consistent data entry and maintenance.	Mandatory		
NFR-0024	User Interface and Display	The system must provide a user interface which minimizes screen scrolling as much as possible.	Mandatory		
NFR-0025	User Interface and Display	The system must provide the capability to mark or highlight all required data items on a data entry page.	Mandatory		
NFR-0026	User Interface and Display	The system must provide the capability to prevent read-only data items from being modified.	Mandatory		
NFR-0027	User Interface and Display	The system must provide the capability to highlight input errors (e.g., missing data, incorrect format, DOB is in the future) and prompt user for correction.	Mandatory		
NFR-0028	User Interface and Display	The system must provide the capability to display clear error messages that can help a user understand and resolve the encountered error.	Mandatory		
NFR-0029	User Interface and Display	The system must provide proper validation to prevent invalid data from being entered or saved in the system.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0030	User Interface and Display	The system must provide the capability to prompt the user to save or cancel if user attempts to logout of system with unsaved changes.	Mandatory		
NFR-0031	User Interface and Display	The system must provide the capability to dynamically display functions and capabilities consistent with the user's privileges (e.g., add, view, edit, delete).	Mandatory		
NFR-0032	User Interface and Display	The system must provide the capability to display dynamic court-specific dropdown pick lists, where the value chosen from one list determines the list of values on another list.	Mandatory		
NFR-0033	User Interface and Display	The system must provide the capability to alert the user of certain special conditions (e.g., this is an in-camera review document, sealed document).	Mandatory		
NFR-0034	User Interface and Display	The system must provide the capability to provide data entry formatting in applicable input fields (e.g., phone number, DOB). The system must allow for both calendar widget pick as well as direct data entry in the fields.	Mandatory		
NFR-0035	User Interface and Display	The system must provide the capability to alert the user of certain special conditions/requirements.	Mandatory		
NFR-0036	User Interface and Display	The system must provide the capability to provide an edit mask or validation on appropriate input fields to facilitate data entry and ensure accuracy.	Mandatory		
NFR-0037	User Interface and Display	The system must provide the capability to customize or set up court-specific menus or menu bars.	Desired		
NFR-0038	User Interface and Display	The system must implement the work queues (e.g., judge use cases) to be accessible/managed by Web services.	Desired		

EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0039	User Interface and Display	The EFM must provide users the ability to direct a document in their work queue to any other individual or workgroup queue (e.g., the staff for a particular judicial officer).	Mandatory		
NFR-0040	Integration with the Court's Case and Document Management Systems (CMSs)	The e-filing system (EFM) must integrate with the Court's CMS vendor products, JSI and C-Track.	Mandatory		
NFR-0041	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The e-filing system (EFM) must provide sufficient bidirectional integration between all EFSPs, CMSs and DMSs. This requires that the EFM provide the capability to access and post data and documents, supporting the necessary features of a complete e-filing solution.	Mandatory		
NFR-0042	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	A non-proprietary API to allow EFSPs to maintain data in the central register must be provided by the EFM vendor and made available to all certified EFSPs (e.g., e-file vendor, law firm, state agency, etc.).	Mandatory		
NFR-0043	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The EFM API must provide a standard messaging bus in order for the EFSPs to be notified when a filing has been accepted or rejected.	Mandatory		
NFR-0044	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The e-filing system (EFM) must create an automatic ROA entry and update the CMS (with filing data, case event, case status, etc.) once a new case or pleading is accepted in the e-filing system.	Mandatory		
NFR-0045	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The e-filing system (EFM) must create an automatic CMS entry of filing fees paid and update the CMS once a new case or pleading is accepted in the e-filing system.	Mandatory		

EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0046	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The e-filing system (EFM) must return case number, case events/updates (e.g., status, filing date, accepted date, hearing date) generated in the CMS back to the e-filing system.	Mandatory		
NFR-0047	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	The e-filing system must integrate with the trial court public access system to allow users to file into cases viewed in the public access system.	Desired		
NFR-0048	Integration with the Court's Case (CMSs) and Document Management Systems (DMSs)	If the system cannot communicate with the CMS or DMS, it must place submitted filings into a temporary queue for later processing and automatically complete the submission when the CMS or DMS is once again accessible.	Mandatory		
NFR-0049	Integration with Merchant Credit Card Processing Services	The system must pass through transaction data from the merchant card processing services vendor for consumption by the CMS in a format defined by the financial gateway. The data will include: transaction ID, payer's first and last name, payer's address, payment amount, payment type, and payment date/time.	Mandatory		
NFR-0050	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to EFSPs: ReviewFiling, NotifyFilingReviewComplete, GetFilingList, GetFilingStatus, GetServiceInformation, ServeFiling and the following ECF 4.01 operations to CMS/DMS: RecordFiling, NotifyDocketingComplete. ECF 4.01 operations are defined at http://www.oasis-open.org/committees/legalxmlcourtfilling/	Mandatory		
NFR-0051	Standards/Compliance	The application provides the following ECF 4.01 conformant operations to the EFSPs: GetPolicy, GetFeesCalculation, GetCaseList, GetCase, GetDocument.	Desired		

EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0052	Standards/Compliance	The application publishes and consumes all ECF 4.01 conformant operations using the ECF Web Services Service Interaction Profile 2.01.	Mandatory		
NFR-0053	Standards/Compliance	The system must be certified to conform with the mandatory ECF 4.01 operations through the IJIS Institute Springboard program and California court policies through a California certification authority within 6 months of contract award.	Desired		
NFR-0054	Standards/Compliance	The application must support Secure HTTPS.	Mandatory		
NFR-0055	Standards/Compliance	All API exposed for integration with other applications must be Web services conforming to industry standards.	Mandatory		
NFR-0056	Standards/Compliance	The application supports the current and previous versions of NIEM for its message schemas.	Desired		
NFR-0057	Standards/Compliance	The application must show compliance with United States Section 508 standards for accessibility.	Mandatory		
NFR-0058	Standards/Compliance	The application complies with the current version of the Web Content Accessibility Guidelines (WCAG).	Mandatory		
NFR-0059	Standards/Compliance	The e-filing system and portal must comply with Title II of the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973.	Mandatory		
NFR-0060	Standards/Compliance	The vendor must provide performance reports of filings and system availability, including downtimes and recovery times, and system throughput, including any delays.	Mandatory		
NFR-0061	Standards/Compliance	All financial transactions must be PCI-compliant.	Mandatory		
NFR-0062	Standards/Compliance	The system must interface with an external IAM solution using OAuth2 and OpenID.	Mandatory		
NFR-0063	Standards/Compliance	The system must enforce conformance of the EFSPs and CMS/DMS with court policy.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0064	Standards/Compliance	System-readable court policy will include contacts and hours of operation and code tables for each court. Code tables will include case types, document types, and fees among others.	Mandatory		
NFR-0065	Document Management	The Basic EFSP Portal must ensure that filings submitted to the EFM API are in PDF files, except proposed orders which may also be in Microsoft Word format.	Mandatory		
NFR-0066	Document Management	The system must send a message immediately to the EFSP and must hold the filing for submission to the court when the court's CMS is not accessible and operational.	Mandatory		
NFR-0067	Document Management	The solution must support conversion of scanned images into searchable PDF.	Mandatory		
NFR-0068	Document Management	The solution must support conversion of scanned images into searchable PDF/A.	Desired		
NFR-0069	Application Security	The application must support virus scanning and malware with latest definitions of all uploaded documents.	Mandatory		
NFR-0070	Application Security	The application must support role-based security.	Mandatory		
NFR-0071	Application Security	The application must be safeguarded against SQL vulnerabilities. Describe your approach to securing the application.	Mandatory		
NFR-0072	Application Security	The vendor will follow best data loss prevention practices.	Mandatory		
NFR-0073	Application Security	The system must secure all data exchanged with the merchant card processing vendor using HTTPS links and with 256-bit encryption strength.	Mandatory		
NFR-0074	Application Security	The system must be PCI-compliant.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0075	Application Security	The system must include the roles/permissions for new users and the ability to disable users when they leave employment or are reassigned.	Mandatory		
NFR-0076	Security and Access Rights Management	The system must allow for multiple methods of authentication - LDAP, Active Directory, Form-based authentication, etc.	Desired		
NFR-0077	Security and Access Rights Management	The system must provide the capability to authenticate user login by username and password.	Mandatory		
NFR-0078	Security and Access Rights Management	The system must provide the capability for registered users to recover/reset their username and password.	Mandatory		
NFR-0079	Security and Access Rights Management	The system must provide multi-level security to control access.	Mandatory		
NFR-0080	Security and Access Rights Management	The system must provide the capability to ensure that a user, once authenticated, can perform operations (view, add, update, delete) on the data and only the data he or she is authorized to access.	Mandatory		
NFR-0081	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to delete a user but retain all history associated with the user's activity.	Mandatory		
NFR-0082	Security and Access Rights Management	The system must provide for the capability to designate users as administrators and to change those who have that designation by a super administrator.	Mandatory		
NFR-0083	Security and Access Rights Management	The system must provide administrative functions allowing authorized users to lock a user out of the system or unlock a user to allow user to regain access.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0084	Security and Access Rights Management	The system must provide for role-based access control - only authorized users will be able to see or view certain information (e.g., sealed documents).	Mandatory		
NFR-0085	Security and Access Rights Management	Security must provide the ability to limit or allow access to filings and/or work queues based on court, case type, and/or role.	Mandatory		
NFR-0086	Security and Access Rights Management	The system must provide the capability to configure the system timeout feature based on court policy.	Mandatory		
NFR-0087	Security and Access Rights Management	The system must provide the capability to automatically disconnect a user from the system after a pre-configured timeout criterion (based on court policy) is met.	Mandatory		
NFR-0088	Security and Access Rights Management	The system must provide the capability to ensure screens, functions, or menu items are only visible to authorized users.	Mandatory		
NFR-0089	Security and Access Rights Management	The system must provide the capability to ensure that sensitive or confidential information on any displayed page is only viewable by users with the required authorization.	Mandatory		
NFR-0090	Security and Access Rights Management	The system must provide the capability to log security violations.	Mandatory		
NFR-0091	Security and Access Rights Management	The system must have security and control features that detect and prevent unauthorized access to the system (e.g., repeated attempts to guess passwords.)	Mandatory		
NFR-0092	Security and Access Rights Management	The system must allow security changes made by security administrators to take effect immediately or at a specified time.	Mandatory		
NFR-0093	Security and Access Rights Management	The system must provide the capability for security administrators to terminate a user's session immediately.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0094	Security and Access Rights Management	The system must allow administrators to assign a user to multiple groups.	Mandatory		
NFR-0095	Security and Access Rights Management	The system must provide the capability to allow security to be managed by multiple administrators so each administrator can manage his/her own court if needed.	Mandatory		
NFR-0096	Security and Access Rights Management	The system must provide the capability for security administrators to define security roles which control a user's abilities to access screens and data and perform system functions.	Mandatory		
NFR-0097	Security and Access Rights Management	The system must encrypt passwords and prevent password from being displayed and printed.	Mandatory		
NFR-0098	Audit Trail	The system must track all failed connect requests including EFSP, date/time, IP address, browser type, and version.	Mandatory		
NFR-0099	Audit Trail	The system must track user actions requiring auditing based on business rules. Tracking must include but not be limited to action date/time, user who performed the action, action taken or changes made, business entities affected by this action, field values before and after changes are made, etc.	Mandatory		
NFR-0100	Audit Trail	The system must allow authorized users or administrators to search and view the audit log as well as the archived audit logs.	Mandatory		
NFR-0101	Audit Trail	The system must provide the capability to archive audit logs.	Mandatory		
NFR-0102	Audit Trail	The system must provide the capability to determine who did what and when for any add, change, and delete actions performed in the system.	Mandatory		

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EFM NON-FUNCTIONAL REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
NFR-0103	Audit Trail	The system must log and report transactional data for auditing purposes consistent with AB 2244 (http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2244).	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
 E-FILING MANAGEMENT (EFM) SERVICES
STANDARDS MANAGEMENT SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SMSR-0001	Standards Management	Collaborate with the Court for review and approval of the design, construction, and implementation of the Court's e-filing standards and operating architecture.	Mandatory		
SMSR-0002	Standards Management	Collaborate with the Court, the certification authority, IAM authority, and payment and gateways to define an architecture and supporting standards for e-filing management.	Mandatory		
SMSR-0003	Standards Management	Develop: - California-specific extensions to the OASIS ECF standards; - Standards for IAM and financial gateway services standards compliance testing protocols; - The architecture that supports this e-filing environment; and - A protocol for standards and architecture change management.	Mandatory		
SMSR-0004	Standards Management	Adoption and compliance with NIST 800-53 or similar industry standard risk management framework	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
STANDARDS MANAGEMENT SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SMSR-0005	Standards Management	Implementation of proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following: <ul style="list-style-type: none"> A. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy; B. Maintaining software and operating systems at the latest vendor-supported patch levels; C. Conducting penetration testing and red team exercises; and D. Employing qualified third-parties to periodically conduct independent vulnerability scanning and penetration testing. 	Mandatory		
SMSR-0006	Standards Management	Provide input on the development of standards, architecture, and protocols.	Mandatory		
SMSR-0007	Standards Management	Review standards, architecture, and protocols as they are being drafted and approved.	Mandatory		
SMSR-0008	Standards Management	Provide to Court, copies of organization's written information security policies and standards, privacy policy, and independent security audit results (e.g., PCI-DSS, SOC2 Type II, ISO 27001, FEDRAMP, FISMA).	Mandatory		
SMSR-0009	Standards Management	Implement an automated process to verify and monitor compliance with defined information security standards, policies, and procedures.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
IMPLEMENTATION AND DEPLOYMENT SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
IDSR-0001	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and the following applications: - The Court's CMS applications (Integrated Justice System), as implemented, and future CMS application system (C-Track) in the Court with which the selected and contracted Proposer has established (or will establish) a Participation Agreement. - All San Francisco-certified EFSP solutions.	Mandatory		
IDSR-0002	Deployment	Provide application services, maintenance, and support that meet or exceed certain requirements and service levels	Mandatory		
IDSR-0003	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and all San Francisco-certified EFSPs.	Mandatory		
IDSR-0004	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and the Court's IAM.	Mandatory		
IDSR-0005	Deployment	Construct, test, and implement California standards-conformant interfaces between the EFM application and the CMS implemented at the Court.	Mandatory		
IDSR-0006	Deployment	Collaborate with the Court in organizing and maintaining the data needed to construct a court policy file.	Mandatory		
IDSR-0007	Deployment	Collaborate with Court staff in the development, certification, implementation, and maintenance of a court policy file for the EFM.	Mandatory		
IDSR-0008	Deployment	Collaborate with Court staff in the recertification of revised and newly implemented court policy files.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
 E-FILING MANAGEMENT (EFM) SERVICES
IMPLEMENTATION AND DEPLOYMENT SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
IDSR-0009	Deployment	Provide project management services for each implementation including the development of and monthly updates to a work breakdown structure and schedule, staff plan, issue and risk management, weekly status calls, weekly e-mail status reports, and monthly formal status reports.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
SERVICE LEVEL STANDARDS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SLS-0001	Service Level	The data center must provide 99.9% uptime 24 hours per day, 365 days a year.	Mandatory		
SLS-0002	Service Level	EFM application services must realize 99.9% uptime 24 hours per day, 365 days a year.	Mandatory		
SLS-0003	Service Level	In the event of an service outage, the Court, and all San Francisco-certified EFSPs must be notified within 5 minutes of the initiation of the event.	Mandatory		
SLS-0004	Service Level	In the event of an service outage, the Court and all San Francisco-certified EFSPs must be notified within 5 minutes of the resumption of service.	Mandatory		
SLS-0005	Service Level	Mean time to service restoration must be 4 hours or less.	Mandatory		
SLS-0006	Service Level	Level 1 support requests must be responded to by a human interaction within 30 minutes during regular filing hours according to court policy.	Mandatory		
SLS-0007	Service Level	Level 2 support requests must be responded to by a human interaction within 8 hours.	Mandatory		
SLS-0008	Service Level	Level 3 support requests must be responded to by a human interaction with 3 business days.	Mandatory		
SLS-0009	Service Level	Daily audit and reconciliation reports must be produced and provided to the Court by 8:00 AM on the next business day.	Mandatory		
SLS-0010	Service Level	Monthly reports must be produced and provided to the Court within 24 hours of the close of filing for a month.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
E-FILING MANAGEMENT (EFM) SERVICES
SUPPORT AND MAINTENANCE SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SM-0001	Support and Maintenance	The data center must provide 99.9% uptime 24/7, 365 days a year.	Mandatory		
SM-0002	Support and Maintenance	All network traffic between the browser and the application must be encrypted.	Mandatory		
SM-0003	Support and Maintenance	The hosting provider must also provide a test and staging environment of the application.	Mandatory		
SM-0004	Support and Maintenance	In the event of a planned or unplanned outage, the EFM must supply an outage notice on the web site.	Mandatory		
SM-0005	Support and Maintenance	EFM must notify Court no later than 24 hrs prior to planned maintenance outage.	Mandatory		
SM-0006	Support and Maintenance	The Software as a Service (SaaS) provider must provide data and system backups stored in a remote location.	Mandatory		
SM-0007	Support and Maintenance	The SaaS provider is responsible for all operational system maintenance including periodic patches.	Mandatory		
SM-0008	Support and Maintenance	The data and system backups must be recoverable to a point in time within 30 minutes of a failure.	Mandatory		
SM-0009	Support and Maintenance	The vendor must perform server maintenance on a routine basis to ensure optimal server performance.	Mandatory		
SM-0010	Support and Maintenance	The SaaS provider is responsible for all database maintenance.	Mandatory		
SM-0011	Support and Maintenance	The SaaS provider is required to notify the court when any third party requests access to data (e.g., Patriot Act).	Desired		
SM-0012	Support and Maintenance	The SaaS provider must provide Service Level Agreement options and associated costs.	Mandatory		
SM-0013	Support and Maintenance	Provide hosted application licensing.	Mandatory		
SM-0014	Support and Maintenance	Ensure that the applications provided employ technologies that are all under ongoing manufacturer support.	Mandatory		

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
 E-FILING MANAGEMENT (EFM) SERVICES
SUPPORT AND MAINTENANCE SERVICE REQUIREMENTS

Requirement ID	Category	Requirement Text	Priority	Proposer Response: 2-Demonstrable 1-To be constructed 0- Not proposed	Proposer Response: Explanation
SM-0015	Support and Maintenance	Provide application support and technical support for local configuration and installation of the hosted solution.	Mandatory		
SM-0016	Support and Maintenance	Provide end-user and technical support.	Mandatory		
SM-0017	Support and Maintenance	Provide periodic maintenance, legislative updates, and security upgrades per service-level standards and support agreements.	Mandatory		
SM-0018	Support and Maintenance	Provide global configuration changes necessary to support business changes.	Mandatory		
SM-0019	Support and Maintenance	Provide emergency support for break-fix situations.	Mandatory		

Exhibit 7

Proposer Response Template

***SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN FRANCISCO***

REGARDING:

RFP 38-21-002

Title: E-Filing Services Management (EFM)

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I. Organization Information and Qualifications

A. Proposer Information

[Proposer: Insert response here. Expand as needed.]

B. Designated Representative

[Proposer: Insert response here. Expand as needed.]

C. Reference Client Projects

[Proposer: Insert response here. Expand as needed.]

II. Team Qualifications

A. Standards Management

[Proposer: Insert response here. Expand as needed.]

B. Implementation and Deployment

[Proposer: Insert response here. Expand as needed.]

C. Support and Maintenance

[Proposer: Insert response here. Expand as needed.]

III. Proposed Approach and Methods

A. Standards Management

[Proposer: Insert response here. Expand as needed.]

B. Development and Maintenance of Conformant Interfaces

[Proposer: Insert response here. Expand as needed.]

C. Implementation and Deployment

[Proposer: Insert response here. Expand as needed.]

D. Integration with the Court's Case Management Systems (CMSs) Justice Systems, Inc. (JSI) (deployed) and Thomson Reuters C-Track ("C-Track") (in development).

[Proposer: Insert response here. Expand as needed.]

E. Application Service Operations

[Proposer: Insert response here. Expand as needed.]

F. Support and Maintenance

[Proposer: Insert response here. Expand as needed.]

IV. Responses to Requirements

A. Electronic Filing Manager (EFM) Functional Requirements (Exhibit 1-FR)

[Proposer: Insert response here. Expand as needed.]

B. Non-Functional Requirements (Exhibit 2-NFR)

[Proposer: Insert response here. Expand as needed.]

C. Standards Management Service Requirements (Exhibit 3-SMSR)

[Proposer: Insert response here. Expand as needed.]

D. Implementation and Deployment Service Requirements (Exhibit 4-IDSR)

[Proposer: Insert response here. Expand as needed.]

E. Service Level Standards (Exhibit 5-SLS)

[Proposer: Insert response here. Expand as needed.]

F. Support and Maintenance Service Requirements (Exhibit 6-SM)

[Proposer: Insert response here. Expand as needed.]

V. Fee Structure

The following is a description of the Proposer's fee schedules for e-filing management (EFM) services. These are all the fees the Proposer will charge for providing EFM services to the Superior Court of California, County of San Francisco (the "Court"). These schedules comprehensively identify all the revenues that will be generated by these services. These schedules identify:

- All the rate changes during the term of the Agreement (including all possible extensions).
- All discounts offered and the conditions under which those discounts apply.

The fees described below are the maximum amount the Proposer will charge. The Proposer may charge lower rates than those presented below. No fees will be charged to the Court.

A. E-filing Service Fees for CMSs

Presented below are the fees the Proposer will charge for providing EFM services to the Court employing the CMS applications, JSI and C-Track.

1. Transaction-Based Fees

Detailed below are all the transaction-based fees the Proposer will charge for providing EFM services to the Court employing the CMS applications, JSI and C-Track. This identifies the entity charged, the transaction that is the basis of the charge, the amount that will be charged per transaction, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes related to:

- Payments from EFSPs to the EFM;
- Transfer of statutory court fees from the EFM to the Court, if any.

[Proposer: Insert response here. Expand as needed.]

2. Other Fees and Revenues

Detailed below are all other fees for and revenues derived from the implementation and operation of EFM services for the Court. This identifies the entity charged, the basis of the charge, the amount that will be charged, and any conditions that will impact the amount that will be charged. These conditions include but are not limited to funds transfer methods and timeframes.

[Proposer: Insert response here. Expand as needed.]

VI. Certifications, Attachments, and Other Requirements

A. Proof of Good Standing

[Proposer: Insert response here. Expand as needed.]

B. Business License

[Proposer: Insert response here. Expand as needed.]

C. Proof of Solvency

[Proposer: Insert response here. Expand as needed.]

D. Bidder's Acceptance of Terms and Conditions

[Proposer: Insert response here. Expand as needed.]

E. Payee Data Record Form

[Proposer: Insert response here. Expand as needed.]

F. General Certifications Form

[Proposer: Insert response here. Expand as needed.]

G. Darfur Contracting Act Certification

[Proposer: Insert response here. Expand as needed.]

H. Unruh Civil Rights Act and California Fair Employment and Housing Act Certification

[Proposer: Insert response here. Expand as needed.]

I. Iran Contracting Act Certification

[Proposer: Insert response here. Expand as needed.]

J. Small Business Declaration

[Proposer: Insert response here. Expand as needed.]

K. Disabled Veteran Business Enterprise (DVBE) Declaration

[Proposer: Insert response here. Expand as needed.]

L. Bidder Declaration

[Proposer: Insert response here. Expand as needed.]