

REQUEST FOR PROPOSAL

Consulting Services for Strategic Planning, Change Management, Performance Management, and Leadership Development

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (RFP), entitled

Consulting Services #14-035

RESPONSES DUE APRIL 28, 2014 BY 4:00 P.M.

The point of contact for the administration of this RFP is Terry Quadros
tquadros@sftc.org.

Please note that no *verbal* information given will be binding upon the Court unless such information is issued in writing as an official addendum.

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1. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of San Francisco is issuing this Request for Proposal (“RFP”) seeking qualified Vendors who have California Judicial Branch consulting experience to provide as needed services to assist in planning and implementing organizational change, establishment of a performance management system, strategic planning, and leadership development.

1.2 Background

The Superior Court of California, County of San Francisco (Court) is the 9th largest court by number of bench officers and ranks 10th in the number of total filings by a California Court. The Court has approximately 52 judicial officers and 450 employees who provide services to county residents and businesses. Operational and administrative services are provided at four Court facilities.

2. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice of award. **All deadlines are subject to change at the Court’s discretion.**

No.	EVENTS	Key Dates
1	Issue RFP	April 10, 2014
2	Deadline for Vendor Questions	April 18, 2014 by 4:00 P.M. send to tquadros@sftc.org
4	Posting of Responses to Vendor Questions	April 23, 2014 Posted at http://sfsuperiorcourt.org
5	Proposal Due Date and Time	April 28, 2014 by 4:00 P.M.
6	Evaluation of Bid Packets	April 29-May 2, 2014
7	Post Proposer’s Scores	May 5, 2014 Posted at http://sfsuperiorcourt.org
8	Notice of Intent to Award	May 5, 2014 Posted on http://sfsuperiorcourt.org
9	Proposed Award Date	May 19, 2014
10	Contract period begins	May, 2014

2.1.1 Contact List

Questions concerning this Request for Proposal must be directed in writing to the Submittal Contact:

Terry Quadros
Administrative Analyst II
400 McAllister Street, Room 205
San Francisco, CA 94102
tquadros@sftc.org

2.1.2 Minimum Qualifications

To be considered for full evaluation and possible award, Vendors must first meet the threshold minimum qualification requirements listed in the table below. Subject to the Court’s discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award. Vendors who fail to meet any of the listed minimum qualifications will be notified in writing.

No.	Minimum Qualifications
1	Vendor shall be regularly and continuously engaged in the business of organizational development, learning, behavior, strategic planning, systems thinking and/or related fields for at least five (5) years at the time they submit their bid.
2	Vendor shall have content expertise in executive coaching, leadership development/training, strategic planning, and related processes.
3	Vendor shall have content expertise in judicial branch services and administration and specific experience in working with public agencies and related funding/revenue streams.
4	Vendors shall not be currently under suspension or debarment by any state or federal government agency and shall not be tax delinquent with the State of California or Federal Government (reference Attachment B, Proposal/Proposer Certification Form).
5	Upon award of the contract, the Vendor must be able to meet insurance requirements, and provide a certificate to meet the requirements of such coverage, as set forth in Exhibit B General Provisions, of the attached contract exhibits.
6	Vendor must have any/all required licenses and permits to operate in the State of California, County of San Francisco. A copy of current business license(s), professional certifications, or other credentials; proof that the Proposer, if a corporation, is in good standing and qualified to conduct business in California must be included with your Proposal and attached to Attachment B, Proposer/Proposal Certification Form.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a Vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews, site visits, or participating in this procurement.

2.1.4 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this RFP will become the property of the Court and will be returned only at the Court’s option and at the expense of the Vendor submitting the Proposal. One copy of each proposal will be retained by the Court for official files and will become a public record.

Release of bidding proposal packets submitted in response to this RFP will not be released by the Court during the proposal evaluation process or prior to a contract award. Once contract(s) are fully executed, the Court may release information following the established guidelines of California Rule of Court 10.500.

California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500). 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 material so marked is not exempt from disclosure, the Court will disclose the information regardless of

the marking or notation seeking confidential treatment. The Profit and Loss document for a private company may be kept confidential if a statement identifying the company is privately owned and requesting confidentiality is on the document. Absence of this statement will render the document public.

2.2 Pre-Proposal Process

2.2.1 Request for Clarifications or Modifications

Vendors interested in responding to this RFP may submit questions on procedural matters related to the RFP or requests for clarification or modification of this RFP, including questions regarding the General Provisions to Terry Quadros at tquadros@sftc.org by the date and time stated in Section 2.1 (Key Dates).

If the Vendor is requesting a change, the request must set forth the recommended change and the Vendor's reasons for proposing the change. All questions and requests must be submitted in writing no later than the date specified in Section 2.1(Key dates), Procurement Schedule. **Questions or requests submitted after the due date will not be answered.**

Without disclosing the source of the question or request, the Court will post a copy of the question(s) with the Court's response(s) on the Court's website; <http://sfsuperiorcourt.org>.

If a Vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Vendor must submit a statement explaining why the question is confidential.

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 Vendor will be notified.

2.2.2 Ambiguity, Discrepancies, or Omissions

If a Vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Vendor shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Court may modify the RFP prior to the date fixed for submission of proposals by providing an addendum to potential Vendors and by posting the addendum to the Court's website <http://sfsuperiorcourt.org>.

If, prior to the date fixed for submission of proposals, a Vendor submitting a proposal knows of or should have known of an error in the RFP, but fails to notify the Court of the error, the Vendor shall propose at its own risk, and if the Vendor is awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Contact with Court

Vendors are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Vendor's proposal.

2.2.4 RFP Addenda

The Court may modify this RFP prior to the date fixed for submission of proposals by posting an addendum on the Court's website <http://sfsuperiorcourt.org/>. It is the responsibility of all Vendors to review the Court's website for potential RFP updates. If any Vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum is provided. Pricing shall reflect all addenda issued by the Court. The Court will interpret the proposal to include all addenda issued in any resulting contract.

2.3 Submission of Proposals

2.3.1 Proposal Delivery

Before submitting a response to this solicitation, the Vendor shall review, correct all errors and confirm compliance with the RFP requirements. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal.

All proposals must be submitted under sealed cover and sent to the Superior Court of California, County of San Francisco, 400 McAllister Street, Room 205, San Francisco, CA 94102-4512 by dates and times shown in Section 2.1 Key Dates. Proposals received after this date and time will not be considered. **The Court will not accept faxed proposals.**

A minimum of one (1) original and (3) three copies of the proposal must be submitted. The original proposal must be marked "ORIGINAL". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. The proposal envelopes must be plainly marked with the RFP title, your firm name and address, and must be marked with "DO NOT OPEN." **The cost information must be submitted in a separate sealed envelope. The envelope shall be affixed to the outside of the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".**

2.3.2 Amendment or Withdrawal of Proposals

A Vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing, follow the format outlined in Section 3 and be received by the Court prior to the Proposal Closing Time.

A Vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.3.3 Mistake in Proposal

If prior to a contract award, a Vendor discovers a mistake in their proposal that renders the Vendor unwilling to perform under any resulting contract, the Vendor must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal.

2.3.4 Error in Submitted Proposals

If an error is discovered in a Vendor's proposal, the Court may at its sole discretion retain the proposal and allow the Vendor to submit certain arithmetic corrections. The Court may, at its sole discretion, allow the Vendor to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation. If the Vendor's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the Vendor to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.3.5 Authorized Signatures, Validity Period of Proposals

An individual who is authorized to bind the proposing firm contractually shall sign Attachment B, "Proposal/Proposer Certification Form". The signature must indicate the title or position that the individual holds in the firm. **An unsigned proposal will be rejected.**

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (Key dates). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.3.6 Knowledge of Requirements

The Vendor shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Vendor's sole risk. Where applicable, the Vendor should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work and specifications. Vendors shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice or post addenda and clarifications to the Court's website <http://sfsuperiorcourt.org/>; however, it is the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

2.3.7 Independence of Proposal and Joint Proposal

Unless a Vendor is submitting a joint proposal, the Vendor represents and warrants that by submitting its proposal it did not conspire with any other Vendor to set prices in violation of anti-trust laws. A proposal submitted by two or more Vendors participating jointly in one proposal may be submitted, but one Vendor must be identified as the primary contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among Vendors and their Subcontractors.

2.3.8 Covenant Against Gratuities

Vendor warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Vendor or any agent, director, or representative of the Vendor to any officer, official, agent, or employee of the Court, with a view toward securing an award or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting

contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.3.9 Disable Veteran Business Enterprise Preference

The Court has waived the inclusion of DVBE participation in this solicitation. As such, DVBE incentives will not be awarded or considered in this solicitation.

2.4 Overview of Evaluation Process

2.4.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from Vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any Vendor or the Public. All proposals submitted, except for the cost proposals, will be screened to determine if the proposal meets the Minimum Qualifications as set forth in Section 2.1.2.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the Evaluation Components set forth in Section 2.5. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.4.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not met the Minimum Qualifications of Section 2.1.2 or have not scored adequately in relation to other proposals to warrant further consideration during any phase of the evaluation process. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal. The Court’s waiver of an immaterial deviation or defect shall in no way modify the RFP document or excuse a Vendor from full compliance with RFP document specifications.

If a proposal fails to meet a material RFP document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the RFP document. Material deviations cannot be waived.

Unless otherwise specified in the RFP, the Court may accept any item or combination of items as specified in the RFP, of any proposal unless the Vendor expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Vendor so restricts its proposal, the Court may consider the Vendor’s restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the Vendor ineligible for further evaluation.

The Court reserves the right to negotiate with Vendors who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other Vendors or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. The Court also reserves the right to meet with Vendors to gather additional information. Proposals that contain false or misleading statements may be rejected if in the Court’s opinion the information was intended to mislead the Court

regarding a requirement of the RFP document. The Court may investigate the qualifications of any Vendor under consideration, require confirmation of information furnished by a Vendor, and require additional evidence of qualifications to perform the Scope of Work described in this RFP.

The Court reserves the right to:

- A. Reject any or all of the proposals;
- B. Issue subsequent RFP;
- C. Cancel the entire RFP;
- D. Remedy errors in the RFP;
- E. Reduce the Scope of Work for a reasonable amount if in the best interest and at the sole discretion of Court;
- F. Appoint Evaluation Committees to review proposals;
- G. Seek the assistance of outside technical experts to review proposals;
- H. Approve or disapprove the use of particular Subcontractors and suppliers;
- I. Establish a list of Potential Vendors eligible for discussions after review of written proposals;
- J. Negotiate with any, all, or none of the Vendors;
- K. Solicit best and final offers (BAFO) from all or some of the Vendors;
- L. Award a contract to one or more Vendors;
- M. Accept other than the lowest priced proposal, if such award is in the best interest of Court;
- N. Waive informalities and irregularities in proposals;
- O. Award a Contract without discussions or negotiations;
- P. Disqualify a proposal upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Vendor; and/or,
- Q. Take any/all other actions related to this RFP and this RFP process that may be deemed necessary by Court to meet the needs of the Court and the community which it serves.

2.4.3 No Commitment to Award

Issuance of the RFP and receipt of proposals does not commit the Court to award a contract. The Court expressly reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Contractor concurrently, or to cancel all or part of this RFP.

2.4.4 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in blue ink by the person signing the proposal.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Proposer, either on the basis of individual items, combination of items as specified in the RFP, or on the basis of all items included in the RFP, unless otherwise expressly provided.

Unit or line item prices Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the “6” at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.4.5 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any Vendor throughout the solicitation process. The Court may require a Vendor’s representative to answer questions during the

evaluation process with regard to the proposal. Failure of a Vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.4.6 No Obligation to Execute a Sole Contract

The Court has the right to award zero, one, two, or more contracts through this RFP. No guarantee or promise is made by Court of any sole or exclusive contracting relationship with any of the Vendors.

2.5 Evaluation Components

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court and the community which the Court serves. The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. There are 100 possible points. Vendors must score at least seventy-five (75) points to be considered responsive to this RFP. A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.

- A. Price 60%
- B. Methodology/Technical Approach 25%
- C. References 15%

The evaluation will be based upon such factors as:

- Cost/Pricing;
- Quality of Methodology/Technical Approach; does the methodology depict a logical approach to fulfilling the requirements of the RFP;
- Understanding of the project as outlined in the RFP;
- Experience in providing high quality services of similar type or work in this RFP; and
- Financial viability and stability.

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for an award. With regard to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

2.6 Interviews and Negotiations

2.6.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require and each Vendor must be prepared to conduct oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected Vendors will be notified in writing of the date, place, time and format of the interview or presentation. Vendors will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a Vendor's disqualification from further consideration.

2.6.2 Negotiations

If the Court desires to enter into negotiations, they may do so with one or more Vendors. If the Court enters into negotiations and no contract is reached, the Court can negotiate with other Vendors or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.6.3 Payment

The court does not make any advance payment for goods or services. Payment is made based upon completion of tasks as provided in the contract between the Court and any selected Vendor(s).

2.6.4 News Releases

News releases pertaining to the award of any contract resulting from this RFP may not be made by a Vendor without the prior written approval of the Superior Court of California, County of San Francisco.

2.7 Award of Contract

The Evaluation Committee will make a final recommendation for the award of a Contract. Upon award, the successful Vendor(s) will be required to execute a Contract in accordance with the Scope of Work and provide a certificate of insurance in conformance with the requirements set forth in the General Provisions within fifteen (15) business days of award. Contracts are not effective until signed by both parties.

Service shall start on the express date set by the awarding agency and the Vendor, after all approvals have been obtained and the Contract is fully executed. Should the Vendor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Vendor, reserves the right to terminate the Contract. In addition, the Vendor shall be liable to the Court for the difference between the Vendor's proposal price and the actual cost of performing work by another Vendor. All performance under the Contract shall be completed on or before the termination date of the Contract.

2.7.1 Project Management

Upon execution of a Contract(s), the Court and Contractor will assemble a Project Management Team, which shall include the Vendor and Court Project Managers. The Vendor shall staff an upper-level relationship manager for this project, providing strategic support, a senior interface with Court Management, and a point of escalation for any and all needs.

2.8 Protest Procedures

Failure of Vendor to comply with the protest procedures set forth in this Sections 2.8.1, 2.8.2, 2.8.3, and 2.8.4 will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a Contract has been executed.

2.8.1 Form of Protest

A Vendor who is qualified to protest shall submit the written protest to the Submittal Contact who will forward the matter to the Chief Financial Officer.

- a) The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted in Section 2.1.1. If the protest is hand-delivered, a receipt must be requested.
- b) The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c) The title of the RFP under which the protest is submitted shall be included.
- d) A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e) The specific ruling or relief requested must be stated.

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.

2.8.2 Prior to Submission of Proposal

A Vendor with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFP 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 Proposal Closing Time (Section 2.1; Key Dates).

The Vendor must have exhausted all administrative remedies specified in Section 2.2.1 Request for Clarification or Modifications; Section 2.2.2 Ambiguity, Discrepancies, Omissions; Section 2.2.4 RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.8.3 After Award

A Vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

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

Such protests must be received by the Court no later than five (5) business days after the Notice of Award is posted to the Court's website <http://sfsuperiorcourt.org/>.

2.8.4 Appeals Process

The decision of Chief Financial Officer (CFO) will be considered the final action by the Court unless the protesting Vendor thereafter seeks an appeal of the CFO's decision by filing a request for appeal with T. Michael Yuen, CEO, within two (2) calendar days of the issuance of the CFO's decision. The justification for appeal is limited to: facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or the decision of the CFO was in error of law or regulation. The request for appeal will include (1) the name, address, telephone and facsimile numbers of the proposer filing the appeal or their representative, (2) a copy of the Court's decision; and (3) the legal and factual basis for the appeal and the 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 CEO or his designee will review the request and the decision which will be issued no later than ten (10) days following the receipt of the appeal. The CEO response will constitute the final action.

3. PROPOSAL FORMAT AND CONTENT

Responsive proposals shall provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis shall be placed on conformity to the Court's instructions, requirements of this RFP, and the completeness and clarity of content.

Proposals must include the following:

- A. Table of Contents
- B. Executive Summary
- C. Validity and Authorized Signature
- D. Company Background and Subcontractor Information

- E. Experience and Qualifications
- F. Methodology/Technical Approach
- G. Cost Proposal (*in separate sealed envelope*)
- H. Additional Required Forms
 - i. Check List
 - ii. References
 - iii. Proposal/Proposer Certification Form
 - iv. Darfur Contracting Certification

Proposals will be double-sided and in Times New Roman 12 font.

3.1 Executive Summary

3.1.1 Executive Summary Content (*Maximum 2 pages*)

The Vendor must provide an Executive Summary of its proposal. The Executive Summary shall be a “high-level”, general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary shall demonstrate the Vendor understands the RFP requirements. The Vendor shall also address in this section how it meets the Minimum Qualification requirements in Section 2.1.2.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary shall include the vendor information, validity period, and authorized signature, as required in Section 2.3.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information (*Maximum 3 pages*)

The Court requires the Vendor to be a reputable company of strong financial standing with **five (5) years prior experience** providing consulting services in the area of planning and implementing organizational change, strategic planning, and leadership development. The Vendor’s proposal must provide the information requested below. If the Vendor is a joint venture, information about the prime Contractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the Vendor’s organization, including organizational charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. Annual contract value of the Vendor’s three (3) largest contracts for similar products and services in the past three (3) years.
- j. Percent of turnover of service staff for each of the last three (3) years in the Vendor’s organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
- k. If Subcontractors are proposed for this RFP, describe the Vendor’s contract management process for Subcontractors included in the Vendor’s proposal and provide copies of signed formal contracts.

3.2.2 Subcontractors

If Subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

3.3 Experience and Qualifications

3.3.1 Prior Experience and References (*Maximum 5 pages*)

The Court requires the Vendor and its Subcontractors to have prior California Judicial Branch consulting experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. The Vendor shall:

- a. Describe your organizational structure.
- b. Describe the background, mission, goals, and services of your organization. Include specific references to your history and experience that relate to the Scope of Work in this RFP and demonstrate capacity for delivering organizational development consultancy, specifically among public agencies and the judicial branch.
- c. Describe your organization's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP. Describe the number of years providing services similar in size and scope to those requested in this RFP.
- d. Provide a copy of current business license(s), professional certifications, or other credentials; proof that the Vendor, if a corporation, is in good standing and qualified to conduct business in California. Attach business license or proof of good standing to Attachment B Proposal/Proposer Certifications.
- e. Describe the principal type of business and total number of years in business.
- f. Provide the names, addresses, and telephone numbers for a minimum of three (3) customers for whom the Vendor has provided similar products and services within the last 18 months (Attachment D). The Vendor shall include a brief description of the scope of services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the Vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.
- g. Provide an audited profit and loss statement and balance sheet for your company for the last three (3) years. If your company is privately owned, this information will be kept confidential by the Court. Please state on the document if your company is privately owned and you want this information to be kept confidential.

3.3.2 Subcontractors

If Subcontractors are proposed for this RFP, describe the Vendor's contract management process for Subcontractors included in the proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the contractor and each proposed Subcontractor. Provide a short narrative of the Subcontractor's organization including organization charts and indication of company officers where applicable; principal type of business and total number of years in business; percent of turnover in the Subcontractor's organization for each of the last five (5) years of service staff who will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.); and number of years providing services similar in size and scope to those requested in this RFP. The Court reserves the right to approve or disapprove the use of particular Subcontractors and suppliers.

3.4 Methodology

3.4.1 Methodology/Technical Approach *(Maximum 10 pages)*

The Vendor shall provide a specific, detailed Work Plan that describes how the Vendor intends to provide the requested services which are set forth in Exhibit A "Scope of Work". Explain in full detail, do not summarize your services in this section; rather, explain exactly how you can meet the Court's needs. The Vendor should demonstrate a clear understanding of the tasks in the Scope of Work. The Vendor shall include:

- a. Describe your organization's general project management approach in addressing planning, development, coordination and delivery of services related to organizational development, change management, and leadership development.
- b. Describe the key individuals and their roles on your team who will perform the services as outlined in the Scope of Work. Provide resumes for key team members; explain their relevant experience and expertise; describe each member's general roles and responsibilities to achieve the Scope of Work in this RFP and each member's time on the project. Indicate who will be the primary liaison between your organization and the Court. *(Note: resumes do not count towards the maximum page count requirement).*
- c. Describe your recommended timeline, including milestones, deliverables, and activities.
- d. Describe in detail how you will provide the Scope of Work.
- e. Describe your flexibility with changes requested by the Court.
- f. Describe your communication process with the Court (phone, email, fax, in person meetings, conference calls, etc.).

3.4.3 Acceptance of Terms

The Vendor's proposal must include a statement as to whether the Vendor accepts the General Provisions Exhibit B or whether the Vendor takes any exception to those terms. The Vendor will be deemed to have accepted such terms and conditions, except as expressly called out in the Vendor's proposal. If exceptions are taken, the Vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the Vendor.

The Vendor must provide an explanation as to why the modification is required. The Vendor's willingness to accept the General Provisions, with minor clarifications, shall be an affirmative factor in the evaluation of the Vendor's proposal.

Although the Court will consider alternate language proposed by a Vendor, the Court will not be bound by contract language received as part of a prospective Vendor's response. If the Vendor requires that the Court be bound by some or all of the Vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

4. SCOPE OF WORK

4.1 General Description – Scope of Work

Vendor(s) will provide as needed services to assist in planning and implementing organizational change, strategic planning, and leadership development; see Exhibit A "Scope of Work" for details.

5. ATTACHMENTS

- A. Required Attachment Check List
- B. Proposal/Proposer Certification Form
- C. Cost Sheet (in sealed envelope affixed to Technical Proposal)
- D. Proposer References
- E. Darfur Contracting Act Certification

6. EXHIBITS

- A. Scope of Work
- B. General Provisions
- C. Supplemental Terms and Conditions

**ATTACHMENT A
REQUIRED ATTACHMENT CHECK LIST**

A complete proposal package will consist of one (1) original and three (3) copies of the Technical Proposal AND one (1) Cost Proposal. Complete this checklist to confirm the items in your proposal package. Place a check mark or “X” next to each item that you are submitting to the Court. For your proposal to be responsive, all required attachments must be returned. This checklist must be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
<input type="checkbox"/> Attachment A	Required Attachment Check List
<input type="checkbox"/> Attachment B	Proposal/Proposer Certification Sheet with attachments
<input type="checkbox"/> Attachment C	Cost Proposal (In sealed envelope affixed to Technical Proposal)
<input type="checkbox"/> Attachment D	Proposer References
<input type="checkbox"/> Attachment E	Darfur Contracting Act Certification

**ATTACHMENT B
PROPOSAL/PROPOSER CERTIFICATION FORM**

This Vendor Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. **An Unsigned Proposal/Proposer Certification Sheet Will Be Cause for Rejection**

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this RFP, including the ability and capacity to perform all the work stated in the Scope of Work. The Vendor authorizes the verification by the Court of all statements in this proposal and certification.
- D. The Vendor has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:		
_____		_____
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT C
COST PROPOSAL**

Do not extend your costs more than 2 decimal points beyond a whole penny. Any Cost Proposal calculated beyond a hundredth of a cent shall have those digits disregarded at the time of evaluation and limited to 2 decimal points. For example 5.246 cents will be calculated at 5.24 cents and the .006 disregarded by the evaluators. If applicable you are responsible for rounding your costs to 2 decimal places beyond a whole penny.

The Vendor shall explain all expenses associated to their proposal/bid packet.

Title/Position	Billing Rate	Hours	Total	Travel, Per Diem	Other Expenses	Grand Total
Grand total						

The prices proposed in the Contractor’s response will be valid for a minimum of 90 days following the submission deadline for this RFP.

**ATTACHMENT D
VENDOR REFERENCES**

Please type or print a list of three (3) references for which you have performed consulting services within the California Judicial Branch or other government agency in the area of planning and implementing organizational change, performance management, strategic planning, and leadership development within the past 18 months. Along with the references listed, we may also check with other state offices to which you have provided, or are currently providing, services. A negative reference check may result in bid rejection at the sole discretion of the Court.

REFERENCE 1

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service		Value or Cost of Service	
Brief description of service provided			

REFERENCE 2

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service		Value or Cost of Service	
Brief description of service provided			

REFERENCE 3

Name of Firm

Street Address	City	State	Zip Code
Contact Person		Telephone Number ()	
Dates of Service		Value or Cost of Service	
Brief description of service provided			

If three references cannot be provided, explain why:

**ATTACHMENT E
DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code sections 10475 - 10481 apply to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to submit a bid to a Court, the company must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by the Court to submit a bid. If your company, within the previous three years, has not had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, had business activities or other operations outside of the United States, in order to be eligible to submit a bid, please insert your company name and Federal ID Number and complete the certification below.

I, _____ the official named below, CERTIFY UNDER PENALTY OF PERJURY that (a) the company named below is **not** a scrutinized company per Public Contract Code section 10476; and (b) I am duly authorized to legally bind the company named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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> _____

OPTION #2 – WRITTEN PERMISSION FROM THE COURT The Court may permit a scrutinized company, on a case-by-case basis, to bid on a contract with the Court for goods or services, if it is in the best interests of the Court. If you are a scrutinized company that has obtained written permission from the Court to submit a bid or proposal, complete the information below.

The company identified below is a scrutinized company as defined in Public Contract Code section 10476, and it has received written permission from the Court to submit a bid or proposal. A copy of the written permission from the Court is included with our bid or proposal.

<i>Company/Vendor 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> _____

EXHIBIT A SCOPE OF WORK

- 1. General Description:** The Superior Court of California, County of San Francisco (Court) is the 9th largest court by number of bench officers and ranks 10th in the number of total filings by a California Court. The Court has approximately 52 judicial officers and 450 employees who provide services to county residents and businesses. Operational and administrative services are provided at four Court facilities. The mission statement of the Court is to *assure equal access, fair treatment, and the just and efficient resolution of disputes for all people asserting their rights under the law.*

More information pertaining to the Court's organizational structure is located at http://sfsuperiorcourt.org/sites/default/files/images/The%20New%20Reality_Web%20version.pdf.

Information pertaining to the Court's last strategic plan is located at <http://sfsuperiorcourt.org/sites/default/files/pdfs/Strategic%2BPlan%2B-%2BAPPROVED%2B9-2007.pdf>.

The Superior Court of California, County of San Francisco is issuing this Request for Proposal ("RFP") seeking qualified Vendors who have California Judicial Branch consulting experience to provide as needed services to assist in planning and implementing organizational change, establishment of a performance management system, strategic planning, and leadership development.

- 2. Work Description:** The work of this RFP is focused around four primary themes; 1. Leadership Development; 2. Organizational Change Management, 3. Performance Management, and 4. Strategic Planning. The selected Vendor will work with the Court to redefine the Scope of Work and Deliverables during contract negotiations, however some of the work and deliverables include:

- A. Facilitation, coaching, training, and support.
- B. Facilitate meetings and/or focus groups.
- C. Facilitate and update the five year strategic plan.
- D. Facilitate and develop a plan for performance management.
- E. Develop and establish a performance management system.
- F. Facilitate and develop a plan for communication with a focus on change management.
- G. Facilitate leadership/management team development.
- H. Assisting with implementation of leadership/management team development.
- I. Assisting with implementation of the performance management plan.

- 3. Deliverables:**

- A. Submit for the Court's approval an updated five year strategic plan.

- B. Submit for the Court's approval a written performance management plan.
- C. Submit for the Court's approval a written communication plan with a focus on change management.
- D. Submit for the Court's approval a written leadership/management team development plan.
- E. Facilitate coaching, training, meetings, and/or focus groups (number and hours to be determined by the Court).
- F. Submit for the Court's approval training documents, resources, and curriculum.

EXHIBIT B
GENERAL PROVISIONS

- 1. Definitions:** The terms defined below and elsewhere throughout this Agreement shall apply to the Agreement as defined.
- A. “Acceptance/Accepted” means the written acceptance issued to the Contractor by the Court after the Contractor has completed a Deliverable, Submittal, or other Agreement requirement, in compliance with the Agreement Document.
 - B. "Administrative Director" if not the Court Executive Officer refers to that individual, or authorized designee, empowered by the Court to make final and binding executive decisions on behalf of the Court.
 - C. “Amendment” means a written document issued by the Court and signed by the Contractor which alters the Agreement Documents and identifies the following: (i) a change in the Work; (ii) a Change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
 - D. “Contract” or “Contract Documents” constitute the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Agreement and all related Exhibits and Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
 - E. “Contractor” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.
 - F. “Court” means the Superior Court of California County of San Francisco.
 - G. “Day” means calendar day, unless otherwise specified.
 - H. “Force Majeure” means a delay, which impacts the timely performance of Work for which neither the Contractor nor the Court are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to: i. Natural disasters or acts of a public enemy; ii. Fire or other casualty for which a party is not responsible; iii. Quarantine or epidemic; iv. Strike or defensive lockout; and v. Unusually severe weather conditions.
 - I. “Key Personnel” refers to the Contractor’s personnel named in Exhibit A, Contractor’s Key Personnel, whom the Court has identified and approved to perform the Work of the Agreement.
 - J. “Agreement” means this Agreement that sets forth the terms and conditions under which the Court retains the Contractor and the Contractor shall provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.

- K. “Material” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. “Milestone(s)” means one or more events or dates, if specified in the Agreement Documents, by which Work, as identified, must be provided by the Contractor.
- M. “Notice” means a written document initiated by the authorized representative of either party to this Agreement and given by: i. attaching as a PDF to an email addressed to Contractor’s Key Personnel as identified in Exhibit A, ii. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- N. “Project” refers to all activity relative to a Work Order and/or this Agreement including activity of the Contractor, its Subcontractors, the Court, or Court’s representatives in connection with the Contract Work.
- O. “Project Manager’s Designee” means an individual that may be designated in a Work Order, as updated from time to time by the Court’s Project Manager in accordance with Exhibit A.
- P. “State” refers to the Judicial Council of California / Administrative Office of the Courts (“AOC”).
- Q. “Standard Agreement” means the form used by the Court to enter into agreements with other parties.
- R. “Subcontractor” shall mean an individual, firm, partnership, or corporation having a Contract, purchase order, or Agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Agreement Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all Subcontractors, sub-consultants, and suppliers.
- S. “Task(s)” means one or more functions, if specified in the Agreement Documents, to be performed by the Contractor for the Court.
- T. “Term” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work.
- U. “Termination Date” means the date when this Agreement expires or is validly terminated.
- V. “To Be Determined” or “TBD” is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the Court and incorporated into the Agreement or Work Order via Amendment(s).
- W. “Stop Work Order” means the written Notice, delivered in accordance with this Agreement, by which the Court may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision.

- X. “Work” or “Contract Work” or “Work to be Performed” may be used interchangeably to refer to the service, labor, Materials, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the Court. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor.
 - Y. “Work Order” refers to a document that is used by the Court to authorize Work pursuant to this Agreement. Each Work Order, if any, shall include details about the nature of the Work the Contractor shall perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
 - Z. “Work Order Amount” refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.
- 2. Indemnification:** The Contractor shall indemnify, defend (with counsel satisfactory to the Court), and save harmless the Court and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other Contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.
- 3. Relationship of Parties:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Superior Court of California, County of San Francisco.
- 4. Contract Termination for Cause:**
- A. Pursuant to this provision, the Court may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor: i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the Court specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of ten (10) business days or, if authorized in the Notice of failure, a longer period, ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.
 - B. In the event the Court terminates this Agreement in whole or in part, due to the Contractor’s failure to perform, the Court may procure, upon such reasonable terms and in such manner as it may reasonably deem appropriate, supplies or services similar to those so terminated, and

the Contractor shall be liable to the Court for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- 5. Manner of Performance of Work:** The Contractor shall complete all Work specified in the Agreement Documents to the Court's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause.
- 6. Court's Obligation Subject to Availability of Funds:**
 - A. The Court's obligation under this Agreement is subject to the availability of authorized funds. The Court may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, any individual Work Order or in any Amendment hereto, the Court may, upon written Notice to the Contractor, terminate this Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the Court's rights to terminate for convenience or default.
 - B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation: i. The Court shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
 - C. Funding for this Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement or the affected parts shall terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
- 7. Contract Termination Other Than Cause:**
 - A. In addition to termination for cause under Exhibit B, Article 4, the Court may terminate this Agreement in whole or in part at any time upon providing the Contractor written Notice at least thirty (30) days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
 - B. If the Court terminates all or a portion of this Agreement other than for cause, the Court shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the Work Order Amount(s) applicable to the terminated portion of the Project(s).
 - C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
 - D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable

under this provision, the obligations of the Court shall be to pay only for the services rendered at the rates set forth in the Agreement.

- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 8. Assignment:** Without the written consent of the Court, the Contractor under this Agreement shall not assign the Agreement in whole or in part.
- 9. Time of Essence:** Time is of the essence in Contractor's performance of this Agreement.
- 10. Validity of Alterations:** Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.
- 11. Consideration:** The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.
- 12. Change(s) in Work:** The Court reserves the right to request Contractor to make changes in the Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work. Contractor may also request additions, deletions or modifications to the Work, subject to the Court's prior written approval.
- A. For any change(s) proposed under this Agreement, Contractor and Court agree to submit proposed change(s) in writing one to the designated "Project Manager". The notice of proposed change(s) shall include:
 - i. A description of the proposed change and the reasons for the change;
 - ii. A description of the total compensation to be paid to Contractor for undertaking the change, with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - iii. A statement of the expected impact on the schedule for completing the Work.
 - B. Contractor shall not proceed with any change prior to receiving a written directive or written amendment executed by the Court.
 - C. If the Court does not agree to the terms of a change, Contractor will proceed diligently with the Work as agreed upon previously, unless otherwise directed by the Court, and any continuing disagreement will follow the dispute resolution process set forth in this Agreement.
 - D. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.
- 13. Stop Work:**
- A. The Court may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to

ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Court shall either: i. Cancel the Stop Work Order; or ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.

- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Court shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if: i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and ii. The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of Work stoppage; however, if the Court decides the facts justify the action, the Court may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Court's Obligation Subject to Availability of Funds provision, as set forth under this Agreement, the Court shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The Court shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

14. Standard of Professionalism: The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

15. Acceptance of the Work:

- A. The Court's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Court's Project Manager shall apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings shall be resolved as set forth in this provision.
- B. The Contractor shall provide the Work to the Court, in accordance with direction from the Court's Project Manager. The Court shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria.
- C. If the Court rejects the Work provided, the Court's Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Court rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- D. If the Court's Project Manager requests further change, the Contractor shall confer with the Court's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work shall be accepted or the question of its acceptability referred to the Court Executive Officer and a principal of the Contractor, as set forth in subparagraph F below.
- E. If agreement cannot be reached between the Court's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Court Executive Officer (CEO), or his designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the CEO, or his designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the Court may reject the Work and shall notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Court may terminate this Agreement pursuant to the terms of Standard Provisions set forth in this Exhibit D. Termination does not relieve the Court of liability for wrongfully rejected Work.
- F. The Court's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The Court's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

16. Contractor's Personnel and Replacement of Personnel:

- A. The Contractor shall provide for the staffing requirements as set forth in Exhibit A, and each Work Order, if any, prior to commencing any Work pertaining to the staffing requirements.
- B. The Court has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Agreement. If, in the Court's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the Court's requirements, the Contractor shall submit a different candidate for consideration.
- C. The Court reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Court under this Agreement if, in the Court's opinion, the performance of the Contractor's personnel is unsatisfactory. The Court agrees to provide Notice to the Contractor in the event it makes such a determination. If the Court exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- D. If any of the Contractor's Key Personnel, identified in Exhibit A, become unavailable during the Term(s) of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be Approved by the Court's Project Manager.
- E. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Court's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.

- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the Court, the Court may terminate this Agreement for cause pursuant to General Provisions.

17. Subcontracting: The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Court agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

18. Services Warranty:

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

19. Accounting System Requirement: The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the Court to exercise its audit rights set forth below.

20. Retention of Records: The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.

21. Audit: The Contractor shall permit the authorized representative of the Court or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Court under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

22. Changes and Amendments: Changes or Amendments to any component of the Agreement Documents can be made only with prior written approval from the Court's Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Court's Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement or Work Order shall be authorized via bilateral execution of a State Standard Agreement.

23. Insurance Requirements:

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Court shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance

policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

- B. **Minimum Scope and Limits of Insurance.** The Contractor shall maintain coverage and limits no less than the following: i. Workers' Compensation at statutory requirements of the state of residency. ii. Employers' Liability with limits not less than \$1,000,000.00 for each accident. iii. Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, with aggregate limits at \$2,000,000.00. iv. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Court. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Court and shall be the sole responsibility of the Contractor.
- D. **Other Insurance Provisions.** The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions: i. The Court, its officers, officials, employees and agents, as well as the officers, officials, employees and agents of the Courts are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents as well as the officers, officials, employees and agents of the Courts. Any insurance and/or self-insurance maintained by the State or the Courts, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way. iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Court certificates of insurance satisfactory to the Court evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Court's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Court, the Contractor shall, upon Notice to that effect from the Court, promptly obtain a new policy, and shall submit the same to the Court, with the appropriate certificates and endorsements, for approval.
- G. **Subcontractors.** The Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

H. All of the Contractor's policies, including Subcontractors' policies, shall be endorsed to provide advanced written Notice to the Court of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Superior Court of California, County of San Francisco, Contract Specialist, 400 McAllister Street, Room 205, San Francisco, CA 94102-4512.

24. Limitation on Court's Liability: The Court shall not be responsible for loss of or damage to any non-Court equipment arising from causes beyond the Court's control.

25. Use of Court or Court Provided Equipment: The Court shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the Court.

26. Conflict of Interest:

A. The Contractor and employees of the Contractor shall avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or, (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

B. The Contractor certifies and shall require any Subcontractor to certify to the following: No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code 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.

C. No Litigation. 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 shall not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

D. Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

E. Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

27. Covenant Against Gratuities: The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Court shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Court in procuring, on the open market, any items which the Contractor

agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

28. National Labor Relations Board: By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

29. Drug-Free Workplace: The Contractor certifies that it shall provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

30. Nondiscrimination/No Harassment Clause:

- A. Non-discrimination. By signing this Agreement 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 non-discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

31. California Law and Jurisdiction: Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California and the parties hereby consent to the jurisdiction of such courts.

- 32. Permits and Licenses:** The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the Term(s) of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.
- 33. Severability:** If any term or provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.
- 34. Waiver:** The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.
- 35. Signature Authority:** The parties signing this Agreement and any subsequent Work Order certify that they have proper authorization to do so.
- 36. Survival:** The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.
- 37. Agreement Term:** Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk.
- 38. Disputes:** Court and Contractor shall attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court to discuss the matter and any actions necessary to resolve a dispute
- 39. Escalation:** If a dispute remains unresolved following written notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen (15) days of the effective date of the notice.
- 40. Documentation:** If the matter is not resolved as set forth in this Agreement, the aggrieved party will submit a second written notice which will:
- i. Provide detailed factual information;
 - ii. Identify the specific provisions in this Agreement on which any demand is based;
 - iii. Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records;
 - iv. 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;
- b. Notice will be signed by an authorized representative of the aggrieved party; and
- c. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.
- 41. Confidentiality During Dispute Resolution:**
- A. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

- B. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of this Agreement.

42. Special Provisions Applicable to Certain Consulting Services Agreements: If this Agreement provides for the payment of \$5,000 or more for Consulting Services performed for the Court Contractor has attached to this Agreement resumes of each Contractor participant who shall exercise a major administrative role or major policy or consultative role. Contractor shall use reasonable efforts to make these participants available to perform Services during the Term. Any additional participants are subject to approval by the Court.

43. Special Provisions for Agreements Providing for Compensation of \$50,000 or more: Union Activities Certification Requirement. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation in excess of \$50,000 to Contractor, then the covenants in this section apply to Contractor's activities. Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the state's or Court's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the state or Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the Court's and Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

44. Special Provisions regarding Compliance with National Labor Relations Board Orders: If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

45. Special Provisions regarding Compliance with the Sweatfree Code of Conduct: If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

- A. No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court 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 Public Contract Code Section 6108. This declaration is made under penalty of perjury.

- B. 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 paragraph (a) and shall provide the same rights of access to the Court.

46. Special Provisions regarding Discharge Violations: If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

47. Electronic Waste Recycling Act: If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

48. Use of Postconsumer Material:

- A. If this Agreement provides for the purchase and sale of Goods specified in Public Contract Code section 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), and the percentage of the Contractor's postconsumer material in these Goods can not be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website:
- B. Contractor has delivered a declaration to the Court specifying the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200 in Goods offered or sold to the Court, regardless of whether the Goods meet the requirements of Public Contract Code section 12209. Under penalty of perjury, the declaration is true and correct and shall remain so until Contractor delivers any amendment of a the current declaration to the Court, in which case the current declaration as amended shall be true and correct; and
- C. If Contractor sells under this Agreement any printer or duplication cartridges that comply with Public Contract Code section 12209, Contractor has so specified in the declaration required under this section.

49. Anti-Trust: Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by 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.)

- A. If the Court 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 Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.

- B. Upon demand in writing by the Contractor, 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.)

50. Special Provisions Regarding Applicable to Competitively Bid Agreements; Antitrust Claims: If goods or services under this Agreement were obtained by means of a competitive bid, Court and Contractor shall comply with the requirements of Government Code sections 4552-4554, which concern the assignment of claims and reimbursement of specified costs regarding the Clayton Act (15 U.S.C., sec. 15) and the Cartwright Act (Business and Professions Code, section 16700 et seq.).

51. Disclaimer: The warranty and remedies set forth in this Exhibit are exclusive and in lieu of all other warranties of Contractor and remedies of the Court, either express or implied, arising by law or otherwise, with respect to any error, defect, deficiency, miss delivery, infringement or noncompliance in the Contractor system, Contractor services or any software, services or other items provided by or on behalf of Contractor under this agreement (including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement and any implied warranty arising from course of performance, course of dealing or usage of trade.

52. Confidentiality:

- A. Both the Court and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, each party may disclose Confidential Information to the other.
- B. The receiving party agrees not to disclose the Confidential Information it receives hereunder to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Court's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Court's Project Manager, representatives of the Court that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The receiving party shall acquire no right or title to the Confidential Information it receives hereunder and agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the receiving party may disclose the Confidential Information it receives hereunder (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

53. Copyrights and Rights to Data/Material:

- A. The Court reserves the right to use and copyright, in whole or in part, any Data/Material produced from this Agreement.
- B. The Contractor agrees not to copyright any Data/Material produced from this Agreement unless the Court gives the Contractor express permission to do so. If such permission is obtained and the

Data/Material is copyrighted, the Court shall be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data/Material without fee.

- C. All ownership and, except as set forth in the Contract Documents, control of the Court supplied Data and Materials, including any copyright, patent rights, and all other intellectual property rights therein, shall remain exclusively with the Court, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Court Data and Materials to the Court, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the Court. The Contractor agrees to execute any documents required by the Court to register its rights and to implement the provisions herein.

54. Entire Agreement: This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the Court.

55. Competitive Procurement Process: San Francisco Superior Court competitive procurement process conducted which resulted in the execution of this Agreement was Judicial Branch Contract Manual compliant. The provisions and pricing of this Agreement may be extended to other California governmental entities. Governmental entities wishing to use this Agreement shall be responsible for issuing their own purchase documents, agreements, or purchase orders, etc., providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Agreement a contract clause that shall hold harmless the Court from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement. Any participating governmental entities are responsible for obtaining all certificates of insurance and bonds required. The Court makes no guarantee of usage by other users of this Agreement.

56. Order Of Precedence: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- i. General Provisions;
- ii. Agreement form, and any amendments thereto;
- iii. Scope of work, including any specifications incorporated by reference herein; and
- iv. All other attachments incorporated in this Agreement by reference.