

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA



RFQ # 2026-0313-02

GitHub

The Superior Court of California, County of Sonoma, is issuing this Request for Quote (RFQ) to solicit competitive bids from qualified providers to assist the Court with setting up GitHub Enterprise Cloud, migrating source code from shared folders, and providing testing and training services.

The Court requests quotes from highly qualified vendors with expertise in providing such services. The Court intends to award to the vendor that can provide the services defined within this RFQ. However, the Court reserves the right to reject any or all quotes, in whole or in part, submitted in response to this RFQ. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFQ.

EVENT TIMELINE:

EVENT	DATE
RFQ issued	March 13, 2026
Deadline for questions submitted to Solicitations: solicitations@sonomacourt.org	March 18, 2026 3:00 p.m. PST
Questions and answers posted (<i>Estimate only</i>):	March 20, 2026
Final quote due date and time (on or before). Please see below: Cost Quotes and Non-Cost Quotes must be sent in a separate file and must be submitted to: solicitations@sonomacourt.org	March 27, 2026, 3:00 p.m. PST
Evaluation of proposals (<i>estimate only</i>)	Week of March 30th
Potential Interviews (<i>estimate only</i>)	Week of April 6th
Notice of Intent to Award (<i>estimate only</i>)	Week of April 13th
Agreement executed by this deadline (<i>estimate only</i>)	May 1, 2026

SUPERIOR COURT OF SONOMA COUNTY REQUEST FOR QUOTE - SERVICES

Date Issued: Friday March 13, 2026

From:

Superior Court of Sonoma County
Information Technology & Purchasing
600 Administration Drive, Room 106-J
Santa Rosa, CA 95403
Buyer: Rhonda Mobley

Phone: 707-521-6599
E-mail: rmobley@sonomacourt.org

To:

Vendor: _____
Address: _____

Contact: _____

Phone: _____
E-mail: _____

THIS IS NOT AN ORDER

Quote Due Date: Friday, March 27, 2026, 3:00 p.m.

All submissions are to be completed and emailed to: solicitations@sonomacourt.org

Required Services Completion Date: December 31, 2026, Payment: Net 30

All Requests for Information must be emailed to: solicitations@sonomacourt.org

All inquiries and responses will be posted on the court's website at:

<https://sonoma.courts.ca.gov/general-information/procurement>

Please quote on the following services*:

Item	Description	Fixed Cost
1.	Set up GitHub Enterprise Cloud and migrate the Source code from shared folders, and provide testing and training (See Attachment A and Attachment B)	

Total Cost: _____

AWARD BASIS IS HIGHEST SCORED QUOTE:

1. Complete and timely submission of quote.
2. Ability to provide all services and deliverables as defined in Attachment A and Attachment B.
3. Review Agreement Terms and Conditions (Ts & Cs) Attachment C.
4. Complete and return Acceptance of Ts & Cs: Attachment D.
5. Complete and return Darfur contracting act certification in Attachment E.
6. Complete and return, Exhibit A, Pricing Spreadsheet for GitHub
7. Submit with non-cost quote three (3) references for the same or similar services.
8. Non-Cost quote to include Technical Expertise, Project Approach & Methodology & Training & Knowledge Transfer
9. See Evaluation Criteria details on Page 3.

Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.

Vendor Signature: _____ Date: _____

Printed Name: _____ Title: _____

SUBMISSIONS OF QUOTES

- Quotes should provide straightforward, concise information that satisfies the requirements of the RFQ.
- Quotes must be submitted in electronic version via email. The file must be in PDF, Microsoft Word, or Excel format.

The subject line of the email must be in this format:
Vendor Name-RFQ-GitHub

INTERVIEWS

The Court may conduct interviews with vendors to clarify aspects set forth in their quotes or to assist in finalizing the ranking of top-ranked quotes. The interviews may be conducted in person, virtually or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will notify those eligible regarding interview arrangements.

EVALUATION OF QUOTES

At the time quotes are opened, each quote will be checked for the presence or absence of the required quote contents.

The Court will evaluate the quotes on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored quote. If a contract will be awarded, the Court will post an intent to award notice at <https://sonoma.courts.ca.gov/general-information/procurement>

CRITERIA	MAXIMUM NUMBER OF POINTS
<i>Technical Expertise</i>	32
<i>Project Approach & Methodology</i>	15
<i>Training & Knowledge Transfer</i>	10
<i>Vendor Experience & References</i>	10
<i>Acceptance of the Terms and Conditions</i>	5
<i>DVBE Incentive</i>	3
<i>Small Business</i>	5
<i>Cost Proposal</i>	20

ATTACHMENT A

Scope of Work: GitHub Implementation and Training

Summary:

Sonoma Superior Court currently hosts various internal applications, several SQL queries, and SSRS reports. There is currently no business practice for change and release management, and no development pipeline has been established. Sonoma Superior Court would like to set up GitHub Enterprise Cloud and migrate the Source code from shared folders.

Another key objective is to deliver dedicated training to equip the development team with practical Git skills. The training will cover key Git operations, repository management, and branching strategies, helping team members build confidence and competence to leverage GitHub's features for effective, secure source code management. Emphasis should be placed on industry best practices to ensure consistency, code integrity, and compliance throughout the migration.

As a third objective, Sonoma Superior Court would like to test and verify that GitHub Copilot enhances developer productivity and software quality. The goal is to bolster the technical team's skills and optimize their software development process architecture.

Project Objectives:

- **Discovery and assessment** - Conduct a thorough discovery and assessment phase to understand the current state, identify key requirements, and develop the migration plan
- **Proper GitHub platform setup:** Configure the repository and permissions to ensure a smooth transition and optimal use of the GitHub feature set. Provide the environment in a manner that prioritizes security and compliance, safeguarding the company and Sonoma Superior Court data, IP (Intellectual Property), and minimizing risk.
- **Seamless migration** - ensure a smooth and efficient migration of all existing projects to GitHub, minimizing downtime and disruption to ongoing development activities
- **Training:** The vendor shall provide role-based training to support the adoption of GitHub Enterprise and Git-based workflows. Training shall be appropriate for developers, Business Systems Analysts (BSAs), and technical leads, and shall emphasize practical, hands-on instruction aligned with industry best practices.
 - Training shall include lightweight, GitHub-based change and release management processes suitable for a small team, including the use of pull requests for change control, approvals, release coordination, and traceability to support audit and compliance requirements. BSA training shall focus on workflow understanding, change and release traceability, and collaboration, without requiring deep technical Git expertise.
 - If GitHub Copilot is included in the proposed solution, the vendor shall provide targeted training for developers and technical leads on the secure and responsible use of GitHub Copilot. Training shall focus on integrating Copilot into existing development workflows, understanding limitations, and applying appropriate review practices. Copilot training is not required for Business Systems Analysts or non-development staff.

Scope of work:

Requirements Gathering

- Conduct discovery and assessment of the current environment.
- Identify key functional and security requirements for GitHub Enterprise setup.
- Gather training needs for Git and GitHub Copilot training.

Design & Architecture

- Develop GitHub Enterprise architecture aligned with security and compliance standards.
- Design repository structure and branching strategy for migrated projects.
- Outline integration points with existing CI/CD pipelines and tools.

Deliverables

- Training materials and workshop completion certificates.
- Post-migration validation and hypercare support.
- Migration of repositories from Shared folders to GitHub.
- Git fundamentals training for the development team.

Testing and Quality Assurance

Perform **migration validation** to confirm repositories, branches, and history are intact.

- Test **GitHub Enterprise configuration**, including SSO, permissions, and policies.
- Validate **CI/CD pipeline integrations** post-migration.
- Conduct **functional testing** of GitHub Copilot features in development workflows.
- Execute **dry-run migrations** before production cutover.

Deployment and Go Live

Acceptance Criteria

- Successful migration of repositories with minimal downtime.
- Completion of Git and GitHub Copilot training sessions.
- Signed acceptance form upon delivery of all agreed deliverables.
- All repositories migrated successfully with no data loss.
- GitHub Enterprise setup meets security and compliance standards.
- Training environments function correctly for workshops.
- No critical defects remain unresolved before project closure.

Communication Plan

- Weekly status meetings with project stakeholders.
- Email updates after major milestones (e.g., migration completion, training sessions).
- RAID log (Risks, Actions, Issues, Decisions) maintained and shared regularly.
- Escalation path defined for critical issues (Project Manager → DevOps Lead → Delivery Lead).

Governance

- Define roles and responsibilities for the project team and client stakeholders.
- Implement GitHub Enterprise governance policies (authentication, authorization, permissions).
- Ensure compliance with security standards and organizational policies.
- Conduct governance workshops to align on best practices.
- Deliver governance framework document.

Closure

- Conduct a closure meeting to review outcomes and lessons learned.
- Obtain formal sign-off from the Court on deliverables and acceptance criteria.
- Provide final documentation, including migration report, training materials, and governance summary.

Attachment B

Vendor Skills Expected for Project

1. Project Title:	Contracted Vendor to work with the Court's Information Technology team on migrating the source code to a GitHub Repository and setting up development pipelines.
2. Summary of Work	The Sonoma County Superior Court seeks a skilled resource to implement GitHub Enterprise, migrate existing source code from shared folders, and establish a secure, compliant development environment. The project includes: • Platform Setup: Configure GitHub Enterprise repositories, permissions, and governance policies to ensure security and compliance. • Migration: Move all existing projects and code from shared folders to GitHub, preserving history and minimizing downtime. • Training: Deliver role-based, hands-on training for developers, Business Systems Analysts (BSAs), and technical leads on Git fundamentals, GitHub workflows, and best practices. • Copilot Enablement: If included, provide training on secure and responsible use of GitHub Copilot to enhance developer productivity. • Governance & Compliance: Implement lightweight change and release management processes using GitHub features such as pull requests, approvals, and traceability. • Validation & Support: Perform migration validation, test integrations with CI/CD pipelines, and provide hypercare support post-migration. The goal is to modernize source code management, improve development workflows, and ensure consistency, security, and compliance across the Court's software development lifecycle.
3. Minimum Job-Specific Skills/Qualifications Required (<i>in order of relative importance</i>): (Critical for consideration)	- GitHub Enterprise administration and configuration - Git fundamentals and branching strategies - Migration experience (preserving history, dry-run validation) - CI/CD integration knowledge (Jenkins, Azure DevOps, GitHub Actions) - Security and compliance best practices - GitHub Copilot usage and training experience
4. Additional Skills/Qualifications Desired:	- Strong communication and training delivery skills - Governance and policy development experience - Project management and stakeholder engagement.

5. Tasks and Responsibilities to be Performed

Task No.	Description of Tasks and Responsibilities
1	Configure GitHub Enterprise.
2	Migrate repositories from shared folders.
3	Design repository structure and branching strategy.
4	Integrate with CI/CD pipelines.
5	Conduct role-based training (Developers, BSAs, Technical Leads).
6	Implement governance and security policies.
7	Validate migration and perform hypercare support.
8	Provide documentation and knowledge transfer.

SERVICES SHORT FORM AGREEMENT TERMS AND CONDITIONS, ATTACHMENT C

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

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

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

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

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

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

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

H. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE JBE, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES, OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE JBE.

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

J. INSURANCE. General Requirements.

- By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.
- Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.
- For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance. Contractor is responsible for and may not recover from the State of California, Judicial Council, JBE, or any Judicial Branch Entity or Judicial Branch Individual, any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
- Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Judicial Branch Entities and Judicial Branch Individuals. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.
- Contractor, prior to commencement of the Services, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include State of California; Judicial Council of California; the Judicial Branch Entities, and the Judicial Branch Individuals. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.
- The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, JBE, or any Judicial Branch Entity or Judicial Branch Individual. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- Failure to provide the documentation as required prior to the commencement of Services shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- The Certificates of Insurance must be addressed and mailed to:
Superior Court of California, County of Sonoma
625 Administration Drive
Santa Rosa CA 95403
- All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct the Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.
- In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, JBE, the Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Services, and for any liability arising out of or in connection with the Services performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.

- Contractor shall provide the JBE with written notice within **TEN (10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE's Project Manager.
- JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10)** business days following the request by JBE. Contractor must require insurance from its subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State of California, the JBE, and the Judicial Branch Entities and Judicial Branch Individuals.

Individual Policy Requirements.

Commercial General Liability

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Services or the termination of this Agreement, whichever occurs first.

Commercial Automobile Liability

Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Services including, without limitation, owned, hired, and non-owned motor vehicles.

Workers' Compensation & Employers' Liability Insurance

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$1,000,000 per claim or per occurrence and \$2,000,000 annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such 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 Services which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commences pursuant to the Agreement.

Cyber Liability Insurance

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology professional liability errors and omissions insurance appropriate to the Contractor profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence, and two million dollars (\$2,000,000) per annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses. The technology professional liability errors and omissions insurance policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the JBE in the care, custody, or control of the Contractor. If not covered under Contractor's technology professional liability errors and omissions insurance, such "property" coverage of the JBE must be endorsed onto the Contractor's Cyber Liability Policy.

Umbrella Policies

Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

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

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

M. CONFIDENTIALITY. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information (in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third-party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work Product and Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section M. The provisions of this Section M shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor shall notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Notwithstanding any provision to the contrary, Contractor will keep all individual(s)' personal information confidential, unless otherwise authorized by the JBE in writing. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

"Confidential Information" means: (i) any information related to the business or operations of JBE, including court records, and information relating to court proceedings, security practices, and business methodologies, (ii) information relating to JBE personnel, users, contractors, or agents, including information that the JBE's personnel, agents, and users upload, create, access or modify pursuant to this Agreement; (iii) all financial, statistical, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor), including trade secrets and other intellectual property, or proprietary information; (iv) data and information that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (v) individual(s)' personal information, Work Product, and JBE Materials. Confidential Information does not include information (that Contractor demonstrates to the JBE's satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE's first disclosure to Contractor, (b) that a third-party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

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

O. GENERATIVE ARTIFICIAL INTELLIGENCE.

- a. **Definitions:** the following terms shall be given the meanings shown below:
- i. **“Artificial Intelligence” or “AI”:** technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.
 - ii. **“GenAI Training Data”:** any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.
 - iii. **“Generated Data”:** any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.
 - iv. **“Generative AI” or “GenAI”:** an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.
 - v. **“Hallucination”:** Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI’s extrapolation or creative interpretation of its Gen AI Training Data.
 - vi. **“Materially Impacts”:** a Material Impact exists when:
 - 1. the work using GenAI could have a significant, substantial effect on the JBE system’s data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations;
 - 2. the work using GenAI could have a significant, substantial effect on the JBE’s operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE; or
 - 3. when failure to conduct work which uses GenAI in accordance with the Agreement would constitute a material breach under the Agreement.
 - vii. **“Prompt”:** any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Agreement. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts
- b. **GenAI Disclosure Requirements**
- i. **Disclosure Obligations:**
 - 1. Contractor must immediately notify the JBE in writing if Contractor intends to include or provide GenAI in the Work; or if Contractor intends to include GenAI in any Deliverable that Materially Impacts:
 - a. functionality of a JBE system (i.e., the work using GenAI could have a significant, substantial effect on the system’s data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to JBE operations);
 - b. risk to the JBE (i.e., the work using GenAI could have a significant, substantial effect on the JBE’s operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the JBE); or
 - c. contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).
 - 2. Such notification shall be provided to the JBE Project Manager identified in this Agreement.
 - 3. At the direction of the JBE, Contractor shall discontinue the provision to the JBE of any previously unreported GenAI, including GenAI that results in a Material Impact to the functionality of a JBE system, risk to the JBE, or contract performance, as determined by the JBE.
 - 4. If the use of previously undisclosed GenAI is approved by the JBE, then Contractor will update the description of the Work, and the parties will amend the Agreement accordingly.
 - ii. **Failure to Disclose or Discontinue GenAI Use.** The JBE, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Agreement when such failure results in a Material Impact to functionality of a JBE system, risk to the JBE, or Agreement performance. The JBE is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement for cause.
- c. **Contractor’s Obligations for Responsible Use**
- i. Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Agreement. Contractor represents and warrants that it has the appropriate intellectual property rights associated with any GenAI used in the Work.
 - ii. Contractor shall ensure that the GenAI included, or made available as part of the Work is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable.
 - iii. Contractor shall comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Work.
- d. **Rights to State Generated Data.** JBE and Contractor agree that Generated Data created from a JBE-provided Prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a JBE-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data.
- e. **Contractor’s Use of JBE Data.** Contractor shall not incorporate any confidential or non-public JBE data into GenAI Training Data and shall not otherwise utilize confidential or non-public JBE data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the JBE specifying the confidential or non-public JBE data that may be used along with the acceptable scope of such usage.
- P. GENERATIVE AI SPECIAL PROVISIONS**
- a. **GenAI Additional Security Requirements.** Contractor shall allow the JBE reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Agreement and JBE Content, at no cost to the JBE.
- b. **Confidentiality of Data and Prompts.** Contractor shall protect from unauthorized use and disclosure any Prompts that Contractor provides to any GenAI in connection with this Agreement, as well as any Generated Data that is created based on Contractor provided Prompts.
- c. **Rights in Prompts, Generated Content, and Outputs.**
- i. For the avoidance of doubt and for the purposes of this Agreement: (1) JBE-provided Prompts and Generated Data created from a JBE provided Prompt shall constitute a subset of the JBE’s data, and the JBE owns all rights, title, and interest to such Prompts and Generated Data; and (2) the JBE shall own all rights, title, and interest to any Prompts or Generated Data developed or produced by the Contractor as Deliverables pursuant to this Agreement.
 - ii. Unless otherwise specified in this Agreement:
 - 1. Contractor shall not use, copy, modify, distribute, or disclose any Prompts or Generated Data for any purpose other than performing its obligations under this Agreement, unless expressly authorized by the JBE in writing.
 - 2. For any Contractor-provided Prompts or Generated Data from a Contractor-provided Prompt, Contractor hereby grants the JBE an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose such Prompts and Generated Data.
- d. **GenAI Training and Generated Data Review**
- i. **GenAI Training Data Review.** Contractor shall track and disclose the quality of the GenAI Training Data used for any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time. Contractor shall share such metrics and methods, as well as the underlying data, with the JBE upon request by the JBE or at periodic intervals as may be agreed by the JBE and Contractor. The JBE retains the right to audit, review, or investigate the quality of the GenAI Training Data at any time, upon reasonable advance notice from JBE to Contractor.
 - ii. **Generated Data Review.** Contractor shall track and disclose the quality of the Generated Data of any GenAI in relation to this Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the output over time. Contractor shall share such metrics and methods, as well as the underlying output, with the JBE upon request by the JBE or at periodic intervals as agreed by the Parties. The JBE retains the right to audit, review, or investigate the quality of the Generated Data at any time, subject to reasonable advance notice from JBE to Contractor.
 - iii. **Generated Data Identification.** Contractor shall ensure that all Generated Data that materially impacts Deliverables created pursuant to the Agreement contains a digital watermark or other digital identification that clearly identifies that the Generated Data was created by GenAI. Contractor shall comply with all other applicable laws, regulations, and guidelines concerning the identification Generated Data.

ATTACHMENT D
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

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

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

OR

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

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

ATTACHMENT E

DARFUR CONTRACTING ACT CERTIFICATION

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

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

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

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

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

**RULES GOVERNING IT REQUEST FOR QUOTE
(INFORMATION TECHNOLOGY GOODS AND SERVICES VALUED AT LESS THAN \$100,000)**

SUBMISSION OF QUOTES - Vendor must sign and submit its quote using the Court's form. Quotes may be submitted by email (to the email address specified on the quote). The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.

PROCESS – Before the Quote Due Date and Time, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time, the Court may reject all quotes and cancel the RFQ if the Court determines that; (i) the quotes received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court. The Court reserves the right to accept or reject any or all of the items in the quote, to award the contract in whole in or in part and/or negotiate any or all times with a vendor if it is deemed in the Court's best interest. The RFQ is not an order, agreement or obligation on behalf of the Court, and in no way is the Court responsible for the cost of preparing the quote.

OFFER PERIOD - Vendor may withdraw its quote at any time before the Quote Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Vendor's quote is an irrevocable offer for ninety (90) days following the Quote Due Date and Time OFFER PERIOD

TERMS - Upon award of the contract, the Court will issue an Agreement (with the terms and conditions attached to this RFQ) to the selected vendor. Quotes that reference other terms and conditions, or propose changes to the Court's contract, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court's contract, the Court may cancel the award and award the contract to the next qualified vendor.

AWARD BASIS - If the "lowest responsive quote" box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the lowest responsive quote. If the "highest scored quote" box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the highest scored quote. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense. Note: in the event of a tie involving a vendor that received the small business preference, additional rules regarding ties may apply. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications with regard to Vendor's quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.

SELLER'S PERMIT AND PAYEE DATA RECORD - If Vendor will provide tangible personal property, Vendor must submit with its quote, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller's permit issued under Revenue and Taxation Code ("RTC") 6066 et seq. or (b) a certificate of registration issued under RTC 6226. If awarded the contract, Vendor must complete and submit to the Court a Payee Data Record form.

CERTIFICATIONS - Vendor certifies it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10490(b), or the goods or services Vendor would provide to the Court are not related to products or services that are the reason Vendor must comply with Section 13(p) of the Securities Exchange Act of 1934; (ii) [DVBE Violation] Vendor is not on the Department of General Services' ("DGS") list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises ("DVBEs"); and (iii) [Tax delinquency] it is not on the Franchise Tax Board's list of 500 largest state income tax delinquencies, or the Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

SMALL BUSINESS PREFERENCE - Eligibility for and application of the small business preference are governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Vendor will receive a small business preference if, in the Court's sole determination, Vendor has met all applicable requirements.

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

For lowest responsive quote RFQs: If Vendor receives the small business preference, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 5% of the lowest responsive quote. If a DVBE incentive is also offered in connection with this RFQ, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

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

If Vendor wishes to seek the small business preference, Vendor must complete and submit with its quote the Small Business

Declaration (available from the Court upon request). Vendor must submit with the Small Business Declaration all materials required in the Small Business Declaration. Failure to complete and submit the Small Business Declaration as required will result in Vendor not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Vendor not receiving the small business preference.

If Vendor receives the small business preference, (i) Vendor will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE 14842.5.

DVBE INCENTIVE - Eligibility for and application of the DVBE incentive are governed by the Court's DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court's sole determination, Vendor has met all applicable requirements. DVBE incentive qualification is *optional*. Failure to qualify for the DVBE incentive will not render a quote non-responsive.

For lowest responsive quote RFQs: if Vendor receives the DVBE incentive, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsive quote. To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, Vendor may have an approved Business Utilization Plan ("BUP") on file with DGS.

If Vendor wishes to seek the DVBE incentive:

1. Vendor must complete and submit with its quote the "Bidder Declaration" document (available from the Court upon request). Vendor must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Vendor must submit with its quote a "DVBE Declaration" document (available from the Court upon request) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Vendor is itself a DVBE, it must complete and sign the DVBE Declaration. If Vendor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Vendor will qualify for the DVBE incentive using a BUP on file with DGS.

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

If Vendor receives the DVBE incentive: (i) Vendor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Vendor must use any DVBE subcontractor(s) identified in its quote unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MILITARY AND VETERANS CODE 999.9

ERRORS - If errors are found in a quote, the Court may reject the quote. The Court may, at its sole option, correct arithmetic or transposition errors or both. The Court may or may not waive an immaterial deviation or defect in a quote. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Vendor from full compliance with RFQ specifications.

PROTESTS - Pursuant to Section 10 of the Court's Local Contracting Manual, protests will not be accepted in connection with the RFQ.

CONFIDENTIAL INFORMATION - Quotes are subject to disclosure pursuant to applicable provisions of the PCC and Rule 10.500 of the California Rules of Court. Disclosure will be made regardless of whether the quote (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the quote (a) purporting to limit the Court's right to disclose information in the quote, or (b) requiring the Court to inform or obtain the consent of Vendor prior to the disclosure of the quote (or portions thereof). Accordingly, Vendor should not include confidential or proprietary information in its quote.

MISCELLANEOUS - It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Business and Professions Code 17030. It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial branch entity from being recycled or remanufactured.