



Superior Court of California, County of Kern

Request for Quote No. RFQ2026-04

The Superior Court of California, County of Kern (the "Court") is considering the purchase of certain IT and IT goods and services. If Vendor is interested in selling these goods to the Court, it must complete and sign the quote below and submit it to the Court.

RFQ Issue Date: August 17, 2026

Quote Due Date and Time: No later **than 3:00 p.m. on Tuesday September 1, 2026.** The Court must receive the quote before the Quote Due Date and Time.

Submit Quote Via:

- ☐ E-Mail to: purchasing@kern.courts.ca.gov OR
- ☐ Deliver to 1430 Truxtun Ave., 5th floor, Bakersfield, CA 93301

Court Contact: Richard Tapia at Richard.Tapia@kern.courts.ca.gov interested bidders must submit any questions regarding this quote or the items listed in writing to the buyer at the email listed above.

Delivery:

- ☒ Goods must be delivered to the Court's within 30 days from receipt of order.

Award Basis:

- ☒ Lowest Responsive Quote
-

Instructions to Bidder:

1. Review description of each required item. Provide quote/unit and calculate the extended cost. Unit Cost quoted is used to calculate extension costs.
2. Review Rules Governing Non-IT and IT Goods and Services RFQs (available at <https://www.courts.ca.gov/documents/jbcl-manual.pdf>).

Notes:

1. Vendor must submit a copy of its California Sellers's Permit with its quote (see the Rules Governing Non-IT and IT Goods and Services RFQ (available at <https://www.courts.ca.gov/documents/jbcl-manual.pdf>) for additional details.
2. Vendor must submit completed Payee Data Record.

3. Vendor must complete and submit Appendix A – Generative AI Contract Provisions
4. Vendor must quote Veeam Data Platform Premium Subscription Licenses Renewal + 24/7 Support product as listed only - No other Mfg. is acceptable.
5. Current Veeam ID number is 03762082
6. If you are submitting your response via email, please only send attachments as a PDF file. Any emails sent with Zip file attachments will be blocked by the Court's security measures.
7. The Court reserves the right to cancel this RFQ if budget funding is no longer available for an Award.

List of Goods and Price Quote (not including tax)

Item No.	Description	Quantity	U/M	Unit Cost	Extension
1	Veeam Data Platform Premium – Subscription License Renewal + 24/7 Support - 10 Instances - 1 Year Renewal Part Number: D-DPPVUL-OI-SU1AR-00 Term: 8/21/2026 – 8/21/2027	10	Each		
No Equivalent					

QUOTE TERMS – TO BE COMPLETED/SIGNED BY VENDOR

	COOPERATIVE AGREEMENTS: The Superior Court of California, County of Kern participates in cooperative agreements such as NASPO-Value Point; U.S. Communities, NJPA, NPP and others. Please provide the best pricing available to the Courts.				
	FREIGHT/SHIPPING/HANDLING COSTS: If you are <u>not</u> quoting F.O.B. Destination in the unit cost, please indicate the freight, or a freight not-to-exceed amount. This cost will be considered in the award basis	1	LS	\$ _____	\$ _____
	CALIFORNIA TAXES: Is this taxable? Yes _____ No _____ Include the current sales tax amount, if applicable. The County pays sales tax at the rate of 8.25 % for items delivered in Kern County. Identify items that are taxable.	1	LS		\$ _____
	PAYMENT TERMS: Please provide your payment terms (i.e. "Net", "Net 30", etc.):				
	DELIVERY DAYS: Delivery will be made in _____ days after receipt of purchase order				
	VENDOR QUOTE NOTES: Please provide any notes or details regarding your quote that the Court needs to be aware of.				

If selected by the Court, Vendor agrees (i) to sell the requested goods to the Court at the prices specified above, (ii) to deliver the goods to the Court by the dated specified above, and (iii) that the purchase will be governed solely by the Courts Purchase Order Terms and Conditions (attached) without regard to any additional or other terms and conditions proposed by Vendor. Vendor acknowledges that this RFQ is governed by the Court's Rules Governing Non-IT and IT Goods and Services RFQs (attached).

Submitted by: _____

 (Print or type name and title)

Vendor Name: _____

Address: _____

Signature: _____

Email: _____

Phone: _____

Fax: _____

TAX ID: _____

Rules Governing IT Goods and Services RFQs

Submission of Quotes. Vendor must sign and submit its quote using the Court's form. Quotes may be submitted by mail (to the address specified on the quote) or by fax (to the fax number specified on the quote). Quotes sent to any other address or fax number will not be considered. The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.

Faxed Quotes. All pages of a faxed quote received before the Quote Due Date and Time will be considered the complete quote. Please be advised that there may be a heavy demand placed on the fax machine receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via fax, or if the entire quote is not received before the Quote Due Date and Time.

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 or in part and/or negotiate any or all items 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.

Terms. Upon award of the contract, the Court will issue a purchase order (including the Court's Purchase Order Terms and Conditions) to the selected vendor. Quotes that reference other terms and conditions or propose changes to the Court's Purchase Order Terms and Conditions, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court's purchase order, 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. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications regarding 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. 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: (i) [*Darfur Contracting Act*] it is not a "scrutinized company" as defined in Public Contract Code ("PCC") 10476 (applicable if Vendor currently or within the previous three years has had business activities or other operations outside of the United States); (ii) [*Congolese Conflict minerals*] it is not a "scrutinized company" as defined in 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; (iii) [*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 (iv) [*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.

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. **For highest scored quote RFQs:** if Vendor receives the DVBE incentive, a specified number of points will be added to the score assigned to Vendor's 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. Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is Quote Due Date and Time. Protests should be sent to the Court Contact on the page 1 of 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.

PAYEE DATA RECORD

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

1 Instructions

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

SECTIONS 2 THRU 5 – VENDOR COMPLETE

2 Legal Name

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

BUSINESS NAME - IF DIFFERENT FROM ABOVE

E-MAIL ADDRESS

REMITTANCE MAILING ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER

3 Payee Entity Type Complete One Box Only

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

☐ PARTNERSHIP

☐ CORPORATION

☐ EXEMPT (NON-PROFIT)

☐ LIMITED LIABILITY COMPANY

☐ CORPORATION – LEGAL

☐ GOVERNMENT (FEDERAL, STATE, LOCAL)

☐ INDIVIDUAL/SOLE PROPRIETOR

☐ CORPORATION – MEDICAL

☐ ESTATE OR TRUST

ENTER SOCIAL SECURITY NUMBER (SSN)

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

4 Resident Status check the appropriate box

☐ California Resident - Qualified to do business in California or maintains place of business

☐ California Nonresident (see page 2) – Payment(s) to non-resident for services may be subject to State Income Tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of State Withholding attached

5 Certification NOTE: See instructions on page 2

Under penalties of perjury, I certify that:

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

I hereby certify under the penalty of perjury that the information provided on this document is true and correct.

Should my information change, I will promptly notify the JCC at the address listed in Section 1.

Vendor Contact Information and Signature

VENDOR REPRESENTATIVE'S NAME (Type or Print)

TITLE

E-MAIL

AUTHORIZED VENDOR SIGNATURE

DATE

TELEPHONE

SECTION 6 – COURT COMPLETE

6 Vendor Category

Please choose from the JCC Vendor Category below

☐ ARBITRATOR

☐ COURT REPORTER

RETIREE – (SELECT TYPE BELOW)

☐ BENEFIT PROVIDER

☐ DECEASED FINAL PAYMENT

☐ MEDICAL PREMIUM REIMB

☐ CONTRACTOR

☐ EMPLOYEE

☐ IN LIEU OF MEDICAL PREMIUM

☐ COURT APPT. COUNSEL

☐ GARNISHMENT TRUSTEE

☐ PENSION REPLACEMENT

☐ COURT INTERPRETER

☐ GRAND JURY

☐ MEDIATOR

☐ SETTLEMENT/ AWARDS

☐ RENT

☐ VOLUNTEER

Court Contact

COURT CONTACT NAME

PHONE NUMBER

EMAIL

Requirement to Complete Payee Data Record

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

SECTIONS 2 THRU 5 – VENDOR COMPLETE

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

SECTION 6 – COURT COMPLETE

6	Please check the box that best describes the type of business/work the vendor provides. This will assist us in processing payment and tax withholdings. If the court is sending the request, please include contact information to assist with processing your request. Not including court contact information may delay processing the request.
----------	---

Privacy Statement: Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes non-compliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise the right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.



Electronic Funds Transfer Authorization (Automated Clearing House - ACH)

Revised 09/15/2025

SECTION 1. Enrollment Type

Please select the box that indicates the enrollment action.

☐ New ☐ Change ☐ Cancel

If this is a change or a request to add to an existing vendor, please indicate the vendor number:

SECTION 2. Remittance E-Mail Notification

Please provide one or more Accounts Receivable e-mail addresses where ACH remittance information should be sent:

E-mail 1:

E-mail 2:

SECTION 3. Account Information

Name of Individual/Business:

Name of Financial Institution:

Branch Number or Name:

Branch Phone:

Financial Institution Address (Number and Street):

City:

State:

Zip Code:

Type of Account: ☐ Checking ☐ Savings

Nine-Digit Routing Number:

Depositor Account Number:

Re-enter Routing Number:

Re-enter Account Number:

SECTION 4. Authorization

1. Select the appropriate action:

☐ Authorize direct deposit of payments due the entity named in Section 3
☐ Cancel direct deposit for the entity named in Section 3

2. Provide certification information:

☐ I certify that the entire amounts authorized to be received by this account **are not** subject to be transferred to a foreign bank account. **I acknowledge that if this box is not selected, the Judicial Council of California (JCC) will issue all payments by check only.**

If I transfer money from this account to an offshore bank, I will cancel this authorization and notify the JCC. This authorization remains in full force and effect until the JCC receives written notification from the entity of its termination in such manner as to afford the JCC and financial institution a reasonable opportunity to act on it, or until the JCC terminates the agreement. This authorization and any future notifications must be sent to one of the contacts listed in Section 5.

Authorized Signature of Entity Named in Section 3:

Date:

x _____

Phone:

Provide the last 4-digits the taxpayer identification number associated with this vendor:

SECTION 5. General Instructions

- To enroll for direct deposit payments from the Superior Courts of California or change, or cancel your existing direct deposit, complete sections 1, 2, 3 and 4 of this form (all information must be legible).
- Contact your financial institution to obtain routing and account number information.
- Your direct deposit will continue to be deposited into your designated account at your financial institution until the JCC is notified that you wish to re-designate your account and/or your financial institution. To re-designate, complete and submit a new form with the new information. **Do not close your old account until your first payment is deposited into your newly designated account and/or financial institution.**
- Submit this form to your court representative who will forward it to the Judicial Council of California.**

SECTION 6. Court Authorization

The information was verified through a phone call with the vendors designated contact on record.

Authorized Court Representative Signature:

Date:

Phone:

x

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>

APPENDIX A

Will your company be using Generative AI in the deliverables, services, software, or any other goods named in bid proposal submitted to the Court for RFQ2026-03?

_____ Yes

_____ No

I hereby certify that I have read and understand the contract provisions regarding the use of Genrative AI.

<i>Contractor Name (Printed)</i>
<i>By (Authorized Signature)</i>
<i>Printed Name and Title of Person Signing</i>
<i>Date Executed</i>

If you responded “yes,” to use of AI in the deliverables, Vendor must read the “General AI Contract Provisions” listed below and provide any documentation that fully describes the Generative AI you will be using for RFQ2026-03

APPENDIX A

GENERAL AI CONTRACT PROVISIONS

SECTION 1: GENERATIVE ARTIFICIAL INTELLIGENCE

1.2 GENAI DISCLOSURE OBLIGATIONS:

(a) Disclosure Obligations:

(i) Contractor must immediately notify the JBE in writing if Contractor intends to include or provide GenAI in Deliverables; 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).

(ii) Such notification shall be provided to the JBE designee identified in this Agreement.

(iii) 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.

(iv) If the use of previously undisclosed GenAI is approved by the JBE, then Contractor will update the description of the goods, services, and/or deliverables, and the parties will amend the Agreement accordingly.

(b) 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.

1.3 CONTRACTOR'S OBLIGATIONS FOR RESPONSIBLE USE:

(a) 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 Deliverables.

(b) Contractor shall ensure that the GenAI included, or made available as part of the Deliverables 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.

(c) Contractor shall comply with all applicable laws and regulations in relation to the provision or use of any GenAI in the Deliverables.

1.4 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.

1.5 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.

SECTION 2: GENERATIVE AI SPECIAL PROVISIONS

2.1 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.

2.2 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.

2.3 RIGHTS IN PROMPTS AND GENERATED CONTENT:

(a) For the avoidance of doubt and for the purposes of this Agreement: (i) 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 (ii) 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.

(b) Unless otherwise specified in this Agreement:

(i) 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.

(ii) 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.

2.4. GENAI TRAINING AND GENERATED DATA REVIEW:

(a) 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.

(b) 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.

(c) 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.

DEFINITIONS: the following terms shall be given the meanings shown below:

(a) Artificial Intelligence or AI: technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

(b) Deliverables: any services, software, goods, and any other items to be delivered or provided by Contractor pursuant to this Agreement.

(c) 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.

(d) 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.

(e) Generative AI (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.

(f) 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.

(g) JBE: the California judicial branch entity that is entering into this Agreement.

(h) Materially Impacts: a Material Impact exists when:

(i) 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;

(ii) 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

(iii) when failure to conduct work which uses GenAI in accordance with the Agreement would constitute a material breach under the Agreement.

(i) 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.