

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

TITLE: INFORMATION SYSTEMS SECURITY OUTREACH
PROGRAM

RFP NUMBER: IT-2023-03-LP

PROPOSALS DUE:

MAY 26, 2023 NO LATER THAN 1:00 P.M. PACIFIC TIME

1.0 BACKGROUND INFORMATION

1.1 Judicial Council of California. The Judicial Council of California (Judicial Council), chaired by the Chief Justice of California, is the chief policy-making agency of the California judicial branch. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.

1.2 Information Technology Office. The Information Technology Office coordinates court technology initiatives statewide and supports coordination throughout the judicial branch, manages centralized statewide technology projects, and optimizes the scope and accessibility of accurate statewide judicial information.

1.3 Purpose/Objective: This RFP is being issued by the Judicial Council (comprising offices in Sacramento and San Francisco) for an external qualified vendor to operate and administer an Information Systems Security Outreach Program (hereafter sometimes “Program”) that assists courts and the Judicial Council assess compliance with information systems security controls that are in place, identify vulnerabilities, determine risks from any gaps identified, provide recommendations on how best to address these vulnerabilities, assist with remediation, review and standardize information technology policies and procedures, and participate in information technology security forums within the California judicial branch, with an overall goal of optimizing the Judicial Council’s information systems controls.

2.0 DESCRIPTION OF SERVICES

2.1 The Judicial Council Information Technology Office seeks the services of a qualified service provider with sufficient expertise in information security, cybersecurity, information technology governance, security governance, risk management, compliance and reporting, and program management to meet the needs identified.

2.2 Description of Services: For an initial term of three **(3) years, with two (2) additional one-year option terms** to be exercised at the Judicial Council's sole discretion, for a potential maximum term of five (5) years, the respondent (“Contractor”) shall operate an Information Systems Security Outreach Program in support of the California judicial branch, and shall assist the Judicial Council Information Technology Office in delivering the following services to the Judicial Council and to courts on behalf of the Judicial Council:

2.2.1 Consulting services to courts within the California judicial branch on subjects related to information security. Contractor shall plan, prioritize, schedule and deliver services in response to requests it receives from the Judicial Council, to each of which Contractor shall also respond in

writing. Requests may seek security framework (e.g. NIST, ISO 27000 Series, and/or CIS Controls) implementation assistance, information security program review and optimization assistance, IT threat assessments, IT risk reviews, or other requests of a similar nature to those listed here that have an overall focus of helping courts establish or enhance local information security programs.

A key component of these services shall be to assist the courts with (1) the completion of a currently established Information Security Checklist; (2) based on findings made during completion of the Checklist, revision of existing security policies or the implementation of new ones using established policy templates; (3) identifying vulnerabilities; and (4) recommending how to best address these vulnerabilities.

A typical engagement with a court should be a collaborative effort meant to help prepare the entity for the information technology and information security components of an audit, rather than an engagement that is itself performed in the style of an audit. Engagements should be of a consultative nature that includes meaningful assistance in the implementation of recommendations and/or remediation findings identified rather than the simple performance of a discovery/review process and the reporting of findings without follow-on support. It is estimated that individual court engagements may consist of up to approximately 400 hours of effort occurring over a two to six-month period depending on the specific services requested and the needs of the court.

Courts shall be provided with a report following the completion of the engagement that summarizes the work requested and performed within 30 business days.

While the Contractor may receive requests from all courts, the predominant focus is on delivering services to approximately forty-five (45) smaller and mid-sized courts that have less than three hundred (300) employees. The Contractor will be expected to work primarily with an executive contact and an IT contact within each court in delivering these services. The Contractor should expect to be engaged with multiple courts at a time in parallel vs. engaging in a dedicated effort with a single court before commencing work with another court. This could potentially mean the Contractor is serving three (3) to five (5) courts at any given time. For example, the services under solicitation contemplate that Contractor might simultaneously initiate engagements at one (1) or two (2) courts while executing engagements at one (1) or two (2) additional courts and closing out engagements at yet another one (1) or two (2) courts.

- 2.2.2 Upon request from the Judicial Council or a court, perform an information technology risk assessment within the judicial branch. Such risk assessments will require that the Contractor review compliance with information systems security controls or subsets of controls, provide testing of specific controls where applicable or warranted, determine risks resulting from any gaps identified, and recommend how best to address any gaps or risks identified in this process. In performing these functions, the Contractor will apply relevant standards and best practices such as those set forth in the Federal Information Systems Controls Audit Manual (FISCAM) and/or other resources that the Contractor knows to be useful and relevant. For reference, the Judicial Council's framework of information systems controls aligns with NIST 800-53.
- 2.2.3 Participate in an ongoing judicial branch effort to collect, standardize and templatize existing information technology policies and procedures. This effort is to include administration of an existing centralized information technology policy and procedure library consisting of document sets submitted from various judicial branch entities, the maintenance of a set of reference policies, standards, procedures and other related items that judicial branch entities may use as a resource in the development of their own local documentation.
- 2.2.4 As requested by judicial branch entities and approved by the Program governance structure, perform additional services related to the subject of information security, audit readiness, audit compliance and/or audit remediation. Such additional services may include:
- Information security consulting services
 - Information systems policy and procedure development, review, and revision
 - Standards-based risk assessments, controls reviews and testing
 - Both Black and Grey Box Penetration testing.
 - Information systems process reviews and process engineering
 - Information technology project reviews in support of the identification of potential points of failure
 - Prepare and deliver information security-related training
- 2.2.5 Program and project management services in support of the Information Systems Security Outreach Program.

2.3 Services shall be rendered in response to requests received by the Judicial Council and subsequently qualified and assigned to the Program.

2.4 Deliverables are to be monthly Program activity reports delivered within seven (7) business days after the end of each reporting period. Reports are to include an accounting of:

- New requests received
- Work in progress
- Completed activities
- Pending and on-hold items
- Current issues and risks
- Notable achievements or accomplishments as applicable

2.5 Work Location

2.5.1 Contractor personnel shall perform their duties on any of the premises of the Judicial Council facilities during regular workdays and normal business hours (8 a.m.-5 p.m., Monday-Friday, Pacific Time), and at all other times as required to successfully provide the services described in this RFP. The Judicial Council has work locations in San Francisco and Sacramento. While the Contractor may need to conduct work in both locations, the primary work location will be the Sacramento office located at 2860 Gateway Oaks, Suite 400. The Respondent should anticipate that there will be some travel to the San Francisco office.

2.6 Contractor Responsibilities

- 2.6.1 The Contractor will provide its own equipment and software necessary to perform the required duties.
- 2.6.2 The Contractor will establish and maintain a mechanism to log and track assignments, projects, support tickets and requests.

3.0 TIMELINE FOR THIS RFP

The Judicial Council has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Judicial Council.

EVENT	DATE
RFP issued	May 1, 2023
Deadline for questions to solicitations@jud.ca.gov	May 12, 2023 no later than 1:00 PM (PT)
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	May 19, 2023
Latest date and time proposal may be submitted	May 26, 2023 no later than 1:00 PM (PT)

EVENT	DATE
Evaluation of proposals (<i>estimate only</i>)	May 26, 2023 – June 9, 2023
Public opening of cost portion of proposals via Microsoft Teams Meeting: Meeting Link: Click here to join the meeting Meeting ID: 214 906 424 200 Meeting Passcode: hFidNV Dial in Number: (415) 906-0569 Phone Conference ID: 999 897 886#	June 12, 2023 at 10:00 AM (PT)
Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	June 16, 2023
Negotiations and execution of contract (<i>estimate only</i>)	June 16, 2023 – June 30, 2023
Contract start date (<i>estimate only</i>)	July 1, 2023
Kick-off meeting (<i>estimate only</i>)	July 5, 2023
Contract end date (<i>estimate only</i>)	June 30, 2026

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Terms and Conditions	<p>If selected, the person or entity submitting a proposal (the “Proposer”) must sign this Standard Form agreement. If exceptions are identified or additional provisions proposed, the Proposer must also submit a redlined version of the Terms and Conditions (in Microsoft Word format) that clearly identifies all proposed changes and provides a written explanation or rationale for each proposed change.</p> <p>Notwithstanding any other provision in this RFP, the Judicial Council reserves the right at its discretion to negotiate any or all items with individual proposers, including the right to propose or require additional terms and conditions for the agreement before it is executed.</p>
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form (STD 204)	This form contains information the JBE requires in order to process payments and must be submitted with the proposal.
Attachment 7: Payee Data Record Supplement (STD 205)	This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.
Attachment 8: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 9: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 10: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.

Attachment 11: Non-Disclosure Agreement	The Proposer must submit a signed non-disclosure agreement.
Attachment 12: Bidder Declaration	Complete this form <u>only</u> if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 13: DVBE Declaration	The Proposer must complete this form and submit it with their proposal <u>only</u> if Proposer wishes to qualify for the DVBE incentive.
Attachment 14: Cost Worksheet	The Proposer must complete the Cost Worksheet and submit the completed form with its proposal.

5.0 PAYMENT INFORMATION

5.1 The Judicial Council estimates the annual budget shall not exceed \$1,040,000.00, or \$3,120,000.00 for the initial three (3) year term. The annual budget for each one (1) year option term shall not exceed \$1,040,000.00.

5.2 Payments shall be made in accordance with Attachment 2 (Terms and Conditions), Appendix B on Pricing and Payment.

6.0 SUBMISSION OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal electronically in two parts, the technical proposal and the cost proposal.

a. **Technical Proposal** – The Proposer must submit via e-mail their Technical Proposal as a separate attachment from the Cost Proposal to the Solicitations mailbox at solicitations@jud.ca.gov. The Technical Proposal must include all components required in Section 7.1 of the RFP. The Technical Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission e-mail the RFP title and number and indicate the RFP number and title on the Proposal attachments.

b. **Cost Proposal** - The Proposer must submit via e-mail their Cost Proposal as a separate attachment from the Technical Proposal to RFP-IT-2023-03-LP-COST@jud.ca.gov. The Cost Proposal must include all components required in Section 7.2 of the RFP. The Cost Proposal must be signed by an authorized representative of the

Proposer. The Proposer must indicate on the Subject line of the submission e-mail the RFP title and number and indicate the RFP number and title on the Proposal attachments.

- 6.3 Submission acceptance will be based on the date and time the e-mails are received by the Judicial Council. Both e-mails must be received no later than the due date and time, or the proposal will not be accepted.
- 6.4 Late proposals will not be accepted.
- 6.5 The Judicial Council reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract, and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal. Submitted proposals are public records.

7.0 PROPOSAL CONTENTS

7.1 Technical (Non-Cost) Portion. The following information must be included in the non-cost portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The JBE may check references listed by the Proposer.
- e. Project team organization, including classification or job titles and proposed method to complete the work.
- f. A list and brief description of similar services successfully completed by Proposer.
- g. An overall description of the techniques, approaches, and methods Proposer plans to use in performing the services.

- h. Acceptance of the Terms and Conditions.
 - i. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
 - ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions (i.e., the main agreement and all exhibits attached thereto) that implements all proposed changes, and provide (b) a written explanation or rationale for each exception and/or proposed change.

Note: a material exception (addition, deletion, or other modification) to any of the Terms and Conditions may render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception.

- iii. Notwithstanding any other provision in this RFP, the Judicial Council reserves the right at its discretion to negotiate any or all items with individual Proposers, including the right to propose or require additional terms and conditions for the agreement prior to agreement execution.
- i. Certifications, Attachments, and other requirements.
 - i. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
 - ii. If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. **The Proposer shall provide a copy of its Certificate of Status with the Secretary of State of California.** If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
 - iii. Copies of the Proposer’s, including any of its subcontractors’ current business licenses, professional certifications, or other credentials.
 - iv. The Proposer must complete the Payee Data Record form (**Attachment 6**) and submit the completed form with its proposal.

- v. The Proposer must complete the Iran Contracting Act Certification (**Attachment 8**) and submit the completed certification with its proposal.
- vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (**Attachment 9**) and submit the completed certification with its bid.
- vii. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 10**) and submit a completed certification with its proposal.
- viii. The Proposer must submit a signed Non-Disclosure Agreement (**Attachment 11**).
- ix. By submitting a proposal, the Proposer certifies that: (i) it is in compliance with economic sanctions imposed pursuant to applicable laws by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, "Economic Sanctions"); and (ii) it is not a target of Economic Sanctions. If the Judicial Council determines that Proposer is not in compliance with Economic Sanctions or is a target of Economic Sanctions, that shall be grounds for rejection of its proposal.

7.2 Cost Portion. The following information must be included in the cost portion of the proposal.

IT Services:

- i. Cost Worksheet (**Attachment 14**) showing a blended hourly rate for each year of the initial three (3) year term and each option year. The blended hourly rate for each year shall include all labor, materials, and equipment (excluding travel) necessary to perform contracted services.

NOTE: 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 Section 17030 of the Business and Professions Code.

8.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0, or if such date and time are changed at the discretion of the Judicial Council, an addendum will be posted at: www.courts.ca.gov/rfps.htm for the new date and time.

The Judicial Council will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Judicial Council will post an intent to award notice at www.courts.ca.gov/rfps.htm.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of proposal submitted	7
Experience on Similar Assignments	15
Cost	50
Credentials of staff to be assigned to the project	15
Acceptance of Terms and Conditions:	10
Qualified DVBE	3

10.0 INTERVIEWS

The Judicial Council may conduct interviews with Proposers to clarify aspects of their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Judicial Council's offices. The Judicial Council will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Judicial Council will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements

submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council’s right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, as set forth in this Section 11.

Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer’s proposal. The number of points that will be added is specified in Section 9.0 above.

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, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (Attachment 12). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (Attachment 13) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer 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 Proposer not receiving the DVBE incentive. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in Proposer not receiving the DVBE incentive.

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

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

If using DVBE subcontractors, the Proposer must complete and return to the Judicial Council a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the Judicial Council. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Judicial Council shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the Judicial Council shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

13.0 SMALL BUSINESS PREFERENCE

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

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

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

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Proposer 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 the Proposer not receiving the small business preference. In addition, the Judicial Council may request additional written clarifying information. Failure to provide this information as requested will result in the Proposer not receiving the small business preference.

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

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

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest.

RFP Title: Information Systems Security Outreach Program
RFP Number: IT-2023-03-LP

The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council of California
Branch Accounting and Procurement | Administrative Division
Attn: Protest Hearing Officer, RFP Number: IT-2023-03-LP
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

(Indicate Solicitation Number and Name of Your Firm on lower left corner of envelope.)